



Tuesday, October 11, 2022 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

District 1	District 2	District 3	District 4	District 5
Rachel Nerio-Guerrero	Maribel Reynosa	Armando Longoria	Kuldip Thusu	Linda Launer
Council Member	Vice Mayor	Council Member	Council Member	Mayor

All attendees are advised that electronic devices should be placed on silent upon entering the Council Chambers.

The City Council will take action on all items listed on the agenda.

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

1.2. Invocation

1.3. Pledge of Allegiance

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

3. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT

Approval of Real Property Purchase and Sale Agreement between the City of Dinuba and Dinuba Unified School District (DJ)

RECOMMENDATION

Council to approve a Real Property Purchase and Sale Agreement for the Dinuba Vocational Center (APNs: 017-124-001, 017-124-002, 017-003 and 017-

124-014) between the City of Dinuba and Dinuba Unified School District.

4.2. SUBJECT

Resolution No. 2022-58 Declaring Certain Real Property Surplus Land Act Properties (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2022-58 declaring that certain real property (APNs 017-280-002 & -020) as surplus land, and take related actions pursuant to California Government Code § 54221.

4.3. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of September 27, 2022 as presented.

4.4. SUBJECT

Proclamation No. 2022-05 Honoring the Dinuba High School Class of 1987 (MA)

RECOMMENDATION

Council to adopt Proclamation No. 2022-05 honoring the Dinuba High School Class of 1987.

4.5. SUBJECT

Second Reading of Ordinance No. 2022-10 Approving Amendments to Floodplain Management Ordinance (DY)

RECOMMENDATION

Council to waive further reading and adopt Ordinance No. 2022-10 approving amendments to the Floodplain Management Ordinance.

4.6. SUBJECT

Proclamation No. 2022-06 Dinuba Fire Station Centennial Celebration (JorW)

RECOMMENDATION

Council to adopt Proclamation No. 2022-06 honoring the 100th year of continuous operation of the City of Dinuba Fire Station.

4.7. SUBJECT

Recognition of Delta Mosquito and Vector Control District 100-year Anniversary. (DJ)

RECOMMENDATION

Council to approve recognition of the 100-year anniversary of the Delta Mosquito and Vector Control District. (DJ)

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register September 30 & October 7, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

6. DEPARTMENT REPORTS

6.1. SUBJECT

Resolution No. 2022-57 Authorizing the El Monte Village Mobile Home Park Water Service Consolidation Project (IH)

RECOMMENDATION

Council adopt Resolution No. 2022-57 authorizing the Public Works Director to enter into a funding agreement with the State Water Resources Control Board for the El Monte Village Mobile Home Park Water Service Consolidation Project.

6.2. SUBJECT

Authorization to Execute Professional Services Agreement with Tripepi Smith for Graphic Design and Rebranding Services (DJ)

RECOMMENDATION

Council to approve a professional services agreement with Tripepi Smith for Graphic Design and Rebranding Services in an amount not to exceed \$30,000.

7. MAYOR/COUNCIL REPORTS

8. CITY MANAGER COMMUNICATIONS

9. CITY STAFF COMMUNICATIONS

10. CLOSED SESSION

10.1. Public Employee Performance Evaluation Pursuant to GC Section 54957, Title: City Manager (LP)

The City Council will conduct the City's Manager's annual performance evaluation.

10.2. Conference with Legal Counsel - Anticipated Litigation (DJ)

Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9; One (1) case.

11. ADJOURNMENT

This agenda was posted at least 72 hours prior to the regular meeting per GC Section 54954.2(a). A Citizens' Packet regarding this meeting is available at the City Clerk's Office located at City Hall, 405 East

El Monte Way, Dinuba CA 93618.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the meeting, please contact the City Clerk's Office at 559-591-5900. Please provide at least 48 hours notification prior to the meeting to allow staff to make reasonable arrangements. (28 CFR 35.102-35.104 ADA Title II)

559.591.5900 / FAX 559.591.5902 . e-mail address: info@dinuba.ca.gov. www.dinuba.org



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 11, 2022

To: Mayor and City Council

From: Daniel James, Interim Assistant City Manager

Subject: Approval of Real Property Purchase and Sale Agreement between the City of Dinuba and Dinuba Unified School District (DJ)

RECOMMENDATION

Council to approve a Real Property Purchase and Sale Agreement for the Dinuba Vocational Center (APNs: 017-124-001, 017-124-002, 017-003 and 017-124-014) between the City of Dinuba and Dinuba Unified School District.

EXECUTIVE SUMMARY

The City of Dinuba entered into a lease agreement on lease agreement, with the option to purchase on September 28, 2018 with the Dinuba Unified School District (DUSD) for the Dinuba Vocational Center. Staff received a Intent to Purchase Letter from DUSD on September 2, 2020 indicating their intent to purchase the facility. Staff has worked with the school district to prepare a Purchase and Sale Agreement which formalizes the purchase and outlines the terms of the purchase.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba entered into a lease agreement on lease agreement, with the option to purchase on September 28, 2018 with the Dinuba Unified School District (DUSD) for the Dinuba Vocational Center (APNs: 017-124-001, 017-124-002, 017-003 and 017-124-014). The School District has leased the 40,000 square foot Dinuba Vocational Center building located at 199 North L Street since this time for the operation of their adult educational programs.

The Dinuba Vocational Center was originally constructed as part of an Economic Development Administration (EDA) Grant. The intent of this facility was to offer a centralized location for educational institutions to provide adult vocational training to

the residents of Dinuba, and the surrounding communities. The City operated the Vocational Center for several years. However, due to the high expense of operations, and a lack of interest from regional educational centers, the City was forced to close the Vocational Center in the summer of 2016. Staff received a Intent to Purchase Letter from DUSD on September 2, 2020 indicating their intent to purchase the facility. Since receiving the letter of intent to purchase, staff has worked closely with the EDA to clear all liens and record all required continuing covenants on the subject property.

Staff has worked with the school district to prepare a Purchase and Sale Agreement which formalizes the purchase and outlines the terms of the purchase. The agreement is attached herein as 'Attachment A.' Under the terms of the agreement, DUSD will pay the remaining balance of the total purchase price, less the initial deposit and lease payments to date. Staff recommends Council approve the Purchase and Sale Agreement with the Dinuba Unified School District for the sale of the Dinuba Vocational Center and authorize the City Manager or designee to execute all necessary documentation to complete the sale of the property.

FISCAL IMPACT

The proceeds of the sale totaling \$2,700,000.00 will be used to retire existing debt owed on the building.

PUBLIC HEARING

None Required.

ATTACHMENTS:

A. Purchase and Sale Agreement with Dinuba Unified School District

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
BETWEEN THE CITY OF DINUBA
AND DINUBA UNIFIED SCHOOL DISTRICT**

(VOCATIONAL EDUCATION CENTER)

PREAMBLE

This Purchase and Sale Agreement and Escrow Instructions (this “Agreement”) is entered into September, 2022 (the “Effective Date”) between the CITY OF DINUBA, a California municipal corporation (the “Seller”), and DINUBA UNIFIED SCHOOL DISTRICT, a California unified school district (the “Buyer” or the “District”) (individually, a “Party,” and collectively, the “Parties”) on the terms and conditions which follow.

RECITALS

WHEREAS, on November 1, 2018, the Parties entered into an agreement entitled “Lease Agreement” in which Buyer leased from Seller certain improved real property located at 199 North L Street, Dinuba California, commonly known as the Vocational Education Center, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Lease Agreement includes a section entitled “Purchase Option,” which provides that Buyer (as “Tenant”) has the option to purchase the Property for a total purchase price of \$2,700,000.00, with all lease payments made and the security deposit payments to be applied to the purchase price with the balance remaining due and payable at the end of escrow (the “Purchase Option”); and

WHEREAS, the Purchase Option provided that Buyer was to provide Seller (as “Landlord”) a written notice of its intent to exercise the Purchase Option on or before 30 days prior to the end of the Lease term, which was defined in the Lease Agreement as May 1, 2018; and

WHEREAS, Buyer and Seller executed an Extension to Lease Agreement dated April 28, 2020, which extended the Lease term for twelve (12) months from the date of the execution of said Extension, to April 28, 2023; and

WHEREAS, Buyer provided Seller with a written notice of intent to exercise the Purchase Option by letter dated August 24, 2020; and

WHEREAS, the Purchase Option provides that the sale of the Property to Buyer is contingent upon satisfactory release of any obligation, liens or encumbrances relating to the

Property set forth in grants from the U.S. Economic Development Administration (EDA) and the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, as stated in Seller's Representations and Warranties herein, both the HUD grant and the EDA grant have been satisfied and released from the Property; and

WHEREAS, the Buyer desires to acquire the Property for educational, administrative and support purposes in order to serve the needs of the District; and

WHEREAS, this Agreement and related documents set forth the complete understanding of the Parties.

TERMS, CONDITIONS AND COVENANTS

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I DEFINED TERMS

For purposes of this Agreement, the terms set forth herein shall have the following meanings:

1.01 Close of Escrow. "Close of Escrow" means the close of escrow for all purposes upon the Parties' satisfaction of their respective duties pursuant to this Agreement shall occur within fifteen (15) days after all conditions set forth in Article V hereof are met and escrow provisions are complied with pursuant to Article IX hereof (the "Closing Date").

1.02 Deed. "Deed" means a grant deed or deeds or similar instrument conveying title to the Property described herein from the Seller.

1.03 Escrow. "Escrow" means that escrow opened with Chicago Title Company; 7330 North Palm Avenue, Suite 101, Fresno, California 93711, as Escrow Number 45003898-SM.

1.04 Escrow Holder. "Escrow Holder" means Chicago Title Company; 7330 North Palm Avenue, Suite 101, Fresno, California 93711; telephone number: (559) 451-3700; facsimile number: (559) 431-8936; Sue Meyer, Escrow Officer (direct telephone number: (559) 451-3736; email address: meyers@ctt.com).

1.05 Escrow Instructions. "Escrow Instructions" means (a) the provisions of this Agreement requiring any action by or compliance on the part of the Escrow Holder; (b) escrow instructions known as "general provisions" which are pro forma escrow instructions of Chicago Title Company (to the extent such escrow instructions do not conflict with the escrow instructions specifically set forth in this Agreement); and (c) any other or supplemental instructions as may from time to time hereafter be signed and delivered by the Parties to the Escrow Holder. In the event of any conflict between this Agreement and the "general

provisions” of Chicago Title Company’s escrow instructions, the escrow instructions contained herein shall govern.

1.06 Preliminary Title Report. "Preliminary Report" means the Amended Preliminary Title Report prepared by Chicago Title Company dated March 31, 2022 and amended April 12, 2022, or as the same may be amended before the Close of Escrow, and attached hereto as Exhibit C and incorporated herein by reference.

1.07 Total Purchase Price. “Total Purchase Price” means the price, set forth in Section 2.02 below, to be paid by the Buyer to the Seller as total consideration for the purchase and sale of the Property.

1.08 Property. “Property” means the real property that is described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and incorporated herein by reference.

1.09 Title Company. “Title Company” means Chicago Title Company.

1.10 Title Policy. “Title Policy” means an owner's policy of title insurance, CLTA Standard Coverage Policy, to be issued at the Close of Escrow by Chicago Title Company in the amount as specified to the Escrow Holder by the Buyer before the Close of Escrow.

ARTICLE II AGREEMENT OF SALE

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller all of the Seller’s right, title and interest in the Property, including any and all improvements thereon.

2.02 Total Purchase Price. The Total Purchase Price for the Property shall be the sum of Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00). The Parties hereby stipulate that as of the Effective Date of this Agreement, Buyer has paid Seller the sum of \$1,942,837.00 in lease payments and security deposit payments, which shall be applied to the Total Purchase Price. The remaining sum of \$757,163.00 (“Remaining Purchase Price”) shall be deposited into escrow prior to the Close of Escrow as described in Article VII hereof. If any additional lease payments are made by Buyer to Seller after the Effective Date and prior to Close of Escrow, said lease payment or payments shall be applied to the Total Purchase Price, and the Remaining Purchase Price shall be reduced accordingly.

ARTICLE III THE SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller covenants, represents and warrants the following:

3.01 Full Authority to Convey All Interest in the Property. The Seller has the full right, power and authority to execute this Agreement, and related title documents, has the full right, power and authority to perform all of the obligations hereunder, and has the full right,

power and authority to dispose of or otherwise convey the Property as described herein, and this Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller by its terms. The Seller represents that it has secured, or will secure before Close of Escrow, all appropriate consents necessary, if any, to consummate this Agreement. The Title Company shall satisfy itself that the Seller has full right, power and authority to execute this Agreement and to convey all right, title and interest set forth herein.

3.02 Compliance with Applicable Law and No Pending Litigation Against the Property. To the best of the Seller's knowledge, there is no violation of federal, state, local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the Property which would prohibit the sale of the Property to Buyer or prohibit the District's intended future use of the Property.

3.03 No Liens Securing Payment or Other Obligations on the Property. The Seller warrants that the Property is not encumbered, or will not be encumbered by the time of the Close of Escrow, by liens securing payment for other obligations which, if not performed, would entitle a third party or entity to foreclosure on the Property as collateral. The Seller understands that the property title contains continuing covenants that "run with the land" which are required by the Economic Development Administration (EDA), and that these encumbrances must remain on title in perpetuity. The Seller agrees to pay any general and special taxes which are delinquent on the Property, if any, and to pay any special assessments due on the Property as of the date of the Close of Escrow. District shall not be responsible for any general and special taxes, even if placed on the unsecured tax roll. Such taxes, if any, shall be the responsibility of the Seller. Any special assessments may be apportioned as of the date of Close of Escrow.

3.04 Hazardous Substances. To the best of the Seller's knowledge, (a) the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property (collectively, "Hazardous Substance Laws"), including but not limited to soil and groundwater conditions; and (b) neither the Seller nor any other person has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Substances") in violation of any Hazardous Substance Law. For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances; substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1317, et seq.; the California Hazardous Substance Act, as amended, California Health and Safety Code Sections 25100, et seq.; the California Hazardous Waste Control Act, as amended, California Health and Safety Code Sections 25100, et seq.; the California Safe Drinking Water

and Toxic Enforcement Act, as amended, California Health and Safety Code Sections 24249.5, et seq.; the Porter-Cologne Water Quality Act, as amended, California Water Code Sections 1300, et seq.; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws.

As used herein, “to the best of the Seller’s knowledge” shall mean to the actual knowledge, without the duty of independent inquiry or investigation.

ARTICLE IV

THE BUYER'S REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

The Buyer covenants, represents and warrants the following:

4.01 Authority to Acquire the Property. The Buyer represents and warrants that, upon ratification of this Agreement by the Buyer’s Governing Board, subject to the conditions precedent set forth in Article V hereof, the Buyer will have full authority to carry out the provisions of this Agreement and this Agreement constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer by its terms.

4.02 Compliance with Subdivision laws. The Buyer represents and warrants to the Seller and the Escrow Holder that the Buyer, as a unified school district, is not required to comply with the California Subdivision Map Act, as amended, California Government Code Sections 66410, et seq., any subdivision or parcel map ordinance, or any related subdivision law in connection with the acquisition of the Property.

4.03 The Buyer’s Acceptance of the Property “As-Is”. Except for the Seller’s representations or warranties expressly set forth in this Agreement, the Seller is selling, and the Buyer is acquiring, the Property “as-is,” and in its current physical condition as of the Close of Escrow, without any representations or warranties, express or implied.

ARTICLE V

CONDITIONS PRECEDENT

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Buyer and the Seller agree that each Party will, in good faith, endeavor to remove all said contingencies and conditions which are within the control of the respective Party. The following are conditions precedent to the performance of this Agreement:

5.01 Condition of Status of Title; Preliminary Title Report Review and Approval. Seller shall convey title to the Property to Buyer free and clear of all title defects, mortgages and liens; but Buyer acknowledges that it will be subject to the restrictions of the continuing covenant which run with the land in perpetuity. All exceptions as described in the Preliminary Title Report attached hereto as Exhibit C are to be removed from the Title Policy (the “Excluded Exceptions”). Any delinquent taxes or taxes due on the Property shall be paid up to the date of vesting title in the Buyer

through the Escrow and pursuant to Section 3.03. If the Preliminary Title Report is amended during Escrow, the Buyer shall have ten (10) business days from receipt of the amended Preliminary Title Report to review or object to any additional printed exceptions to the Preliminary Title Report. If the Buyer does not object to the new printed exceptions, the Buyer shall be deemed to have accepted the new printed exceptions. Buyer reserves the right to waive any Excluded Exception which shall be specified in a written escrow instruction to the Escrow. Notwithstanding the foregoing, the Buyer is not required to give notice of disapproval of debts; liens, mortgages, or deeds of trust to secure debts; delinquent taxes; or other financing or monetary encumbrances upon the Property, it being expressly understood and agreed that such items are not Permitted Exceptions and must be removed from the Title Policy before the Close of Escrow. If the Buyer objects to any new printed exception and the Seller, despite reasonable efforts, is unable to have the exception removed by the Close of Escrow, the Buyer may terminate this Agreement, in which case any deposits made by Buyer, if any, shall be returned to the Buyer and neither Party shall have any further obligations hereunder.

Prior to Close of Escrow, Title Company shall issue a *pro forma* title policy to the Buyer for written approval before Close of Escrow.

5.02 Inspection of Documents and Reports. Within ten (10) business days of the Effective Date, Seller shall deliver, or cause to be delivered, the following Documents to Buyer for Buyer's review and approval:

- A. Copies of all leases and rental agreements affecting the Property along with any amendments thereto.
- B. Copies of all contracts affecting the Property including, but not limited to, service contracts, maintenance contracts and management contracts.
- C. Copies of the building plans, boundary and/or ALTA surveys for the Property in the possession of Seller.
- D. Copies of all environmental surveys (Phase I and Phase II, if available) for the Property in the possession of Seller, if any.
- E. Copies of all soils reports for the Property in the possession of Seller, if any.
- F. A copy of any CC&R's, reciprocal easement agreements or any other documents that pertain to the Property.
- G. Copies of insurance policy (ies) relating to the Property.
- H. Copies of all building drawings and/or specifications in the possession of the Seller.
- I. Copies of all appropriate and necessary General Building Contractor Guarantees and Warranties, which shall be transferred to Buyer.
- J. Records of any repairs or remodeling to the building since completion of the construction of the improvements on the Property.
- K. Copies of any available appraisals of the Property.

5.03 Zoning. The Buyer's intended use shall be compatible with the zoning requirements of the City of Dinuba ("City") and any use or zoning permits shall be approved by the City for the Buyer's intended use.

5.04 Condition of Issuance of Policy of Title Insurance. At the Close of Escrow, the Title Company shall be prepared to issue the Title Policy in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except as to the Permitted Exceptions, or otherwise approved in writing by the Buyer.

5.05 Mutual Assistance and Cooperation. The parties agree to mutually assist and cooperate with one another in the preparation of the Agreement and exchange of documents necessary to the close of escrow and transfer of title in the name of the Buyer.

5.06 Ratification and Approval of Agreement. This Agreement, any further escrow instructions, and any ancillary documents shall be ratified and approved by the parties.

ARTICLE VI ESCROW CLOSING COSTS, FEES AND CHARGES

The Seller shall pay the costs of a standard CLTA title policy and Buyer shall pay any incremental cost for an ALTA title policy and endorsements if requested by Buyer. Buyer and Seller shall each pay one-half of all other the escrow fees and costs charged by the Escrow Holder pursuant to this Agreement. It should be noted that the Buyer, as a public agency (a unified school district), is exempt from certain charges such as recording fees and documentary transfer taxes pursuant to California Government Code Sections 6103 and 27383.

ARTICLE VII PAYMENT OF REMAINING PURCHASE PRICE

Prior to the Close of Escrow, Buyer shall deposit the Remaining Purchase Price, plus any additional sums as calculated by the Title Company and approved by the Buyer for Buyer's share of the costs and fees as provided in Article VI herein.

Article VIII TITLE INSURANCE

Upon the Close of Escrow, the Escrow Holder shall cause the Title Company to issue a policy of title insurance pursuant to Section 5.01 above and Article VI hereof for the Property to the Buyer subject only to the Permitted Exceptions.

ARTICLE IX ESCROW PROVISIONS

In addition to the provisions relating to the Escrow Holder stated in other sections of this Agreement, the Escrow Holder shall abide by the following provisions and instructions for vesting of title in the Buyer:

9.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of the Property shall be effected through the Escrow.

9.02 Conditions to the Close of Escrow. The following shall constitute conditions precedent to the Close of Escrow which may be waived only by written waiver executed by the Seller or the Buyer as applicable:

A. The Buyer shall have deposited with the Escrow Holder the amount of the Remaining Purchase Price as provided in Article VII above, and the Buyer's share of Escrow costs and fees as described herein, and all of the items required for vesting title pursuant to this Agreement;

B. The Buyer shall not be in breach or default of any provision herein;

C. The Buyer's warranties and representations as set forth herein are true as of the Close of Escrow;

D. The Seller shall have deposited with the Escrow Holder all of the items required under this Agreement for vesting title;

E. The Seller shall not be in breach or default of any provision herein;

F. The Seller's warranties and representations as set forth herein are true as of the Close of Escrow; and

G. The Title Company shall be committed to issue and shall issue, as of the Close of Escrow, the Title Policy without the exceptions noted or objected to by the Buyer as set forth in this Agreement.

9.03 The Seller's Deliveries to the Escrow Holder. On or before the Close of Escrow, the Seller shall deliver, or cause to be delivered, to the Escrow Holder, the following:

A. The Deed in a form approved by the Title Company and the Buyer;

B. Such other documents as, in the opinion of the Escrow Holder, are necessary from the Seller to carry out the provisions of this Agreement.

9.04 The Buyer's Deliveries to the Escrow Holder. On or before the Close of Escrow, the Buyer shall deliver, or cause to be delivered, to the Escrow Holder, the following:

A. A warrant, check or wire transfer in the amount of the Remaining Purchase Price, as described in Article VII above, and the Buyer's share of escrow fees and costs in accordance with Article VI above. Unless otherwise instructed by the Escrow Holder, the warrant shall be drawn to the order of Chicago Title Company;

B. A certificate of acceptance, pursuant to California Government Code Section 27281, in substantially the form attached hereto as Exhibit D and incorporated herein by reference; and

C. Such other documents as, in the opinion of the Escrow Holder, are necessary from the Buyer to carry out the provisions of this Agreement.

9.05 Close of Escrow. The Close of Escrow shall be conducted within the time frame as described in Section 1.01 above, subject to satisfaction of conditions precedent to the Close of Escrow set forth in this Agreement.

9.06 Defaults and Remedies.

A. The Seller's Default. The Seller will be in default under this Agreement if (a) the Seller fails to perform any of the Seller's covenants, obligations or agreements under this Agreement; or (b) if any of the Seller's representations and warranties contained in this Agreement are, or become, untrue or inaccurate in any material respect, provided that the Seller will have ten (10) business days to cure such a default (or such longer period as is required in the exercise of due diligence, not to exceed twenty (20) business days, if the Seller commences such cure within the initial ten (10) business-day period) after the Seller receives written notice of such default from the Buyer (the "Seller's Default").

In the event of a Seller's Default, the Buyer may, as the Buyer's sole and exclusive remedies for such Seller's Default: (i) waive the effect of such matter and proceed to consummate the Close of Escrow (provided that in no event will the Buyer have the right to waive any of the Seller's conditions precedent hereunder); (ii) cancel this Agreement and escrow, with the Seller to pay any escrow cancellation charges; or (iii) bring an appropriate lawsuit for specific performance of this Agreement.

B. The Buyer's Default. The Buyer will be in default under this Agreement if (a) the Buyer fails to perform any of the Buyer's covenants, obligations or agreements under this Agreement, or (b) if any of the Buyer's representations and warranties contained in this Agreement are, or become, untrue or inaccurate in any material respect, provided that the Buyer will have ten (10) business days to cure such a default (or such longer period as is required in the exercise of due diligence, not to exceed twenty (20) business days, if the Buyer commences such cure within the initial ten (10) business-day period) after the Buyer receives written notice of such default from the Seller ("Buyer's Default").

In the event of a Buyer's Default, the Seller may, as the Seller's sole and exclusive remedies for such Buyer's Default: (i) waive the effect of such matter and proceed to consummate the Close of Escrow (provided that in no event will the Seller have the right to waive any of the Buyer's conditions precedent hereunder); (ii) cancel this Agreement and escrow, with the Buyer to pay any escrow cancellation charges; or (iii) bring an appropriate lawsuit for specific performance of this Agreement.

9.07 The Escrow Holder's Duties at the Close of Escrow. At the Close of Escrow, the Escrow Holder shall:

A. Ascertain any unpaid or delinquent taxes or assessments due for general and special taxes and for special assessments. Upon ascertainment of any such amount, require the Seller to deposit or deduct such amounts from the amount due for the Property the equivalent for such delinquent taxes or assessments. As the Buyer is a public agency, the Escrow Holder shall comply with the provisions of California Revenue and Taxation Code Sections 5081, et. seq. regarding cancellation of taxes on exempt property. In no event shall taxes be collected, or collectible, from the Buyer.

B. To the extent there is any special assessment on all or any portion of the Property, the Escrow Holder shall notify the Seller and the Buyer of the prorated share due with regard to any such assessments before the time of the Close of Escrow.

C. Prepare any preliminary or change of ownership statements as required by law with respect to the Close of Escrow.

D. Deliver the Title Policy as required and requested by the Buyer as described in this Agreement at the Close of Escrow.

E. At the Close of Escrow, deliver the Remaining Purchase Price to the Seller, as described in Article VII above, less Seller's share of Escrow costs, commissions, and any adjustments, if applicable, as described herein and less amounts, as necessary, to remove liens and encumbrances, as described in Section 5.01 above.

F. Perform such other duties as, in the opinion of the Escrow Holder, are necessary to carry out the terms and provisions of this Agreement.

G. The Escrow Holder shall provide the Parties, at least ten (10) business days before the Close of Escrow, pro forma closing statements in addition to providing a pro forma policy of title insurance to the District. The Escrow Holder shall also notify the District ten (10) business days in advance of the Close of Escrow of the amount due from the District.

9.08 Distribution of Escrow Documents. The Escrow Holder shall deliver and distribute the following documents:

A. To the Seller, a proposed and final Seller's closing statement;

B. To the Buyer, a proposed and final Buyer's closing statement and pro forma policy of title insurance;

C. To the Seller, a copy of the recorded Deed, which shall be mailed to the Seller as set forth in Article XI hereof;

D. To the Buyer, after recordation, the originals of the Deed and the Title Policy mailed to the address as shown below;

E. To the Buyer and the Seller, copies of such other documents, if any, not referenced herein and which are recorded at the Close of Escrow.

9.09 Brokers. Neither Party has been represented in this transaction by a real estate broker. Each Party shall defend, indemnify, and hold harmless the other Party against all liabilities, damages, losses, costs, expenses, attorneys' fees and claims arising from any claims that may be made against such indemnified Party by any real estate broker, agent, finder, or other person alleging to have acted on behalf of or to have dealt with such indemnifying Party with respect to this transaction.

ARTICLE X WAIVER OF PROVISIONS

Waiver by the Seller, or the Buyer, of any breach of any term, covenant or condition by the Buyer or the Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by the Buyer or the Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

ARTICLE XI NOTICES

Any notice, demand, approval, consent, or other communication between the Parties shall be in writing and shall be deemed duly given on the date of service if served personally or by courier or overnight service, or by facsimile (provided that the sender of a facsimile has received a confirmation of successful transmission by the sending machine, or acknowledgment of receipt from the receiving Party), and upon the second business day after mailing, if mailed by first-class, registered or certified mail, properly addressed as follows:

To the Seller:	City of Dinuba Attention: Luis Patlan, City Manager 405 East El Monte Way Dinuba, California 93618
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To the Buyer:	Dinuba Unified School District Attention: Rachel Nunez, Chief Business Official 1327 East El Monte Way Dinuba, California 93618
---------------	--

With copies to:	Ruth E. Mendyk, Esq. Lozano Smith, LLP 7404 N. Spalding Avenue Fresno, California 93720-3370
-----------------	---

To the Escrow Holder: Chicago Title Company
Attention: Sue Meyer
Escrow No. 45001026-SM
7330 N. Palm Ave. Ste. 101
Fresno, California 93711

Any Party may change its address for purposes of this Article XI by giving the other Party written notice of the new address in the manner set forth above.

ARTICLE XII [RESERVED]

ARTICLE XIII BINDING EFFECT

This Agreement is binding upon the heirs, successors, and assigns of the Parties.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01 Further Documents. The Parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the Parties to this Agreement.

14.02 Entire Agreement. This Agreement, plus such ancillary agreements as the Parties may execute in addition to this Agreement, and any and all related documents to consummate this Agreement, set forth the entire agreement between the Seller and the Buyer and supersede all prior negotiations and agreements, written or oral, concerning or relating to the subject matter hereof.

14.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

14.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both Parties hereto.

14.05 Time is of the Essence. Consistent with the conditions as described in Article V hereof, and the payments pursuant to Article VII hereof, time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this

provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

14.06 Governing Law and Venue. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Tulare County, California.

14.07 Headings. Headings at the beginning of each section and subsection hereof are solely for the convenience of the Parties and are not to be construed as enlarging or limiting the language following said headings.

14.08 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine, feminine and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared this Agreement. This Agreement consists of not only this Agreement, but also any and all related documents necessary to consummate the purchase of the Property.

14.09 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein, which are intended to bind the Parties after the vesting of title in the Buyer, shall survive the Close of Escrow and delivery of the Deed.

14.10 Execution in Counterparts. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Copies of signatures shall have the same force and effect as original signatures.

14.11 Amendment by Pen-and-Ink Changes and Interlineation. The Parties may, by pen-and-ink changes, including interlineation, and insertion of additional language in writing, amend the printed text of this Agreement. Alongside each amendment, each Party shall initial the interlineation or change from the printed text. Initialization by the Buyer may be accomplished by any member of the Buyer's Governing Board, the Buyer's Superintendent, or the Buyer's Chief Business Official.

14.12 Days. Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. Therefore, if any date by which a Party is required to provide the other Party with notice hereunder or is required to perform any act hereunder, occurs on a Saturday or Sunday or a banking holiday in the jurisdiction where the Property is located, then and in any of such events, such applicable date shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next succeeding day that is not a Saturday, Sunday or banking holiday in the State of California.

[EXECUTION ON FOLLOWING PAGE]

EXECUTION

WHEREFORE, the Parties hereto, by their signatures hereinbelow, enter into this Agreement effective on the date hereinabove inscribed.

SELLER:

CITY OF DINUBA, a California
municipal corporation

By: _____
LUIS PATLAN
City Manager

BUYER:

DINUBA UNIFIED SCHOOL DISTRICT, a
California unified school district

By: _____
JOSE A. HERNANDEZ, Ed.D.
Superintendent

EXHIBIT A

Legal Description of the Property

Lots 1 through 6, inclusive, and 30, 31 and 32 in Block 37 of the City of Dinuba, In the City of Dinuba, County of Tulare, State of California, according to the map thereof recorded in Book 3, Page 15 of Maps, Tulare County Records.

APNs 017-124-001, 017-124-002, 017-124-003 and 017-124-014

EXHIBIT B

Diagram of the Property

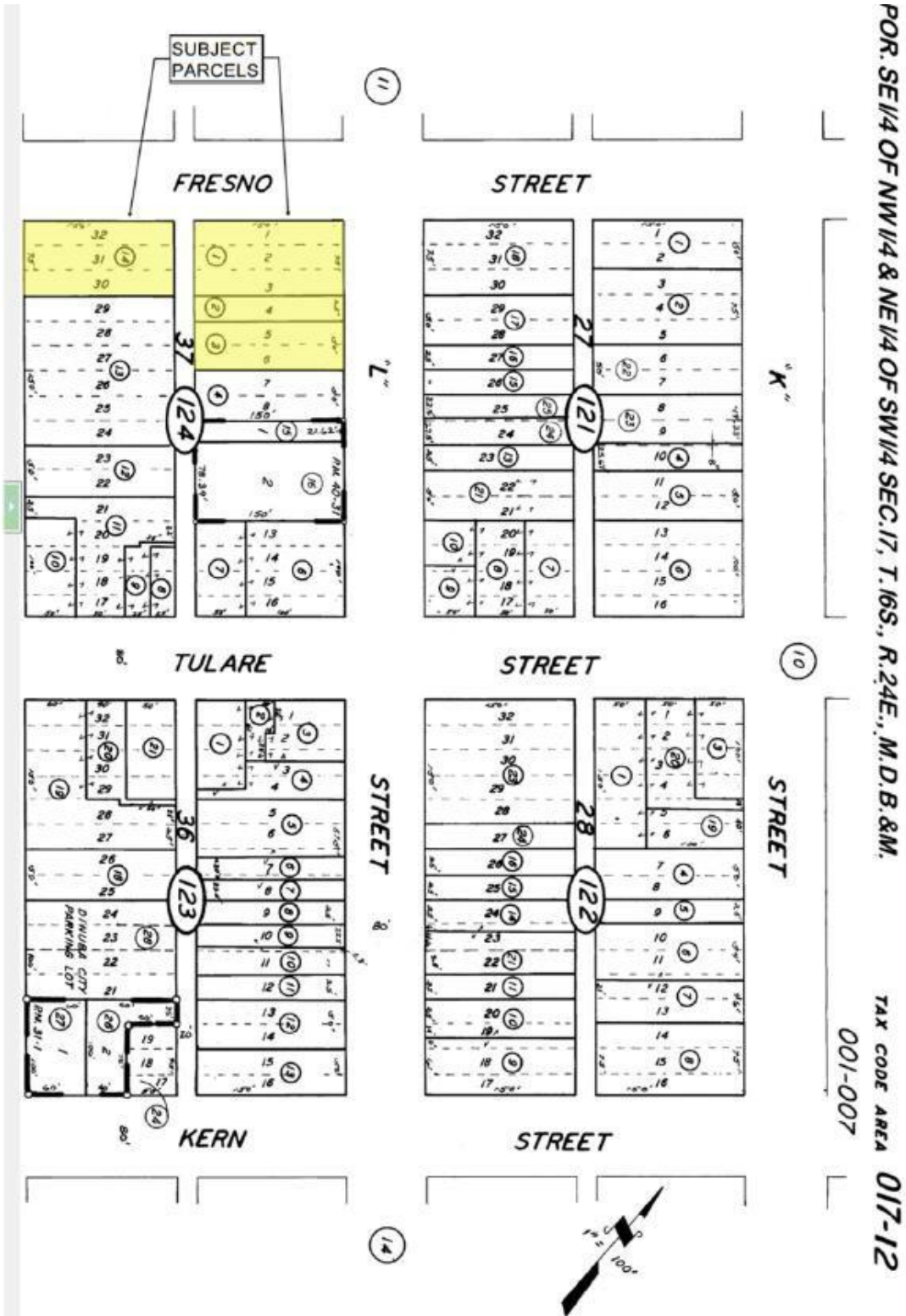


EXHIBIT C
PRELIMINARY TITLE REPORT (ATTACHED)

EXHIBIT D

CERTIFICATE OF ACCEPTANCE OF GRANT DEED (SALE)

This is to certify that the interest in real property conveyed by grant deed dated _____, 2022 from the City of Dinuba, a California municipal corporation, to Dinuba Unified School District, a California unified school district, is hereby accepted by Jose A. Herndandez, Ed.D., Superintendent, on behalf of Dinuba Unified School District pursuant to the authority conferred upon him by the Board of Trustees of Dinuba Unified School District, and Dinuba Unified School District, as grantee, consents to recordation of said grant deed by its duly authorized officer, Jose A. Herndandez, Ed.D., Superintendent.

DATED: _____, 2022

DINUBA UNIFIED SCHOOL DISTRICT,
a California unified school district

By: _____
Jose A. Herndandez, Ed.D., Superintendent



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 11, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Resolution No. 2022-58 Declaring Certain Real Property Surplus Land Act Properties (DJ)

RECOMMENDATION

Council to adopt Resolution No. 2022-58 declaring that certain real property (APNs 017-280-002 & -020) as surplus land, and take related actions pursuant to California Government Code § 54221.

EXECUTIVE SUMMARY

This matter concerns the 20.59-acre vacant real property (i.e., APNs 017-280-002 & -020) which is located East of Walmart between El Monte Way and Surabian Dr. The City Council's adoption of the resolution will declare that the Property is surplus land under the Surplus land Act California Government Code § 54221 and authorize distribution of written notifications to certain public entities and housing sponsors designated by the California Department of Housing and Community Development.

OUTSTANDING ISSUES

None.

DISCUSSION

The subject Property was previously acquired by the former Redevelopment Agency of the City of Dinuba for the purpose of economic development and subsequently transferred to the City by the Successor Agency to the Redevelopment Agency of the City of Dinuba (the "Successor Agency") per the Successor Agency's Long-Range Property Management Plan (the "LRPMP"). The LRPMP was approved by the California Department of Finance (the "DOF"), wherein the DOF informed the Successor Agency that the LRPMP provides direction as it relates to the disposition

of real property included within the LRPMP.

Pursuant to the California Surplus Property Land Act (i.e., Government Code [the “GC”] §§ 54220-54233 [the “Act”], as recently amended by AB 1486) and the guidelines set forth by the California Department of Housing and Community Development (the “HCD”), in order for the Property to be disposed of, for any purpose, such land must first undergo a 60-day noticing process set forth in the Act and expounded upon by the Guidelines. That process requires that a notice be given calling for written expressions of interest after the public entity owner has designated such land as surplus (only so far as surplus land is defined within the Act) by the taking of a formal action at a public meeting of such public agency.

Per to the Surplus Land Act, such land shall be declared either surplus land or exempt surplus land before the City may take action to dispose of it consistent with the City’s policies or procedures, even if such land is designated for use consistent with one of the City’s traditional core purposes, e.g., economic development. Staff has evaluated the Property for its potential to be used for alternate City work or operations and has determined that the Property is not needed for such City uses at this time (only so far as surplus land is defined within the Act). Implementing the noticing process will not diminish or negate the City’s land-use policies, the LRPMP or the City Council’s ultimate authority related to the disposition of real property.

GC § 54222, requires the City, if it declares land it owns to be surplus and not necessary for the City’s use, to provide written notice thereof to certain local agencies and housing sponsors (the “Designated Parties”). The form of such notification, which is based on an HCD-mandated format, is included as 'Attachment B' to the attached Resolution (the “Notification Process”). The Notification Process is not a request for proposals, does not bind the City to any disposition of the Property and the Property is subject to the applicable zoning. The notification process provides the designated parties a 60-day opportunity to provide a written expression of interest to negotiate for the sale or lease of the Property consistent with parameters for such negotiations provided by the Act. In addition to the foregoing, under the Act and the Guidelines, HCD has certain monitoring responsibilities concerning negotiations with Designated Parties, if any, for the purpose of confirming that such negotiations were conducted within the parameters described in the Act.

Furthermore, implementing the Surplus Land Act Notification Process will not diminish the City’s land-use policies and regulations or negate the LRPMP. Because the required disposition procedures related to the LRPMP take precedence, staff recommends Council Approve Resolution No. 2022-58 and declare the Property to be surplus and not necessary for the City’s use (only so far as surplus land is defined within the Act) and authorize the initiation of the Notification Process, thus enabling the completion of a procedural step affecting the Property. Approval of the attached Resolution will confirm the City Council’s declaration that the Property is surplus and not necessary for the City’s use at this time (only so far as surplus land is defined within the Act) and authorize the initiation of the Notification Process as prescribed by

the Act.

FISCAL IMPACT

It is important to note that failure to follow the Notification Process, may subject the City to financial and other penalties and measures and may frustrate the ability of the City to further its achievement of economic development. Further, failure to dispose of the Property consistent with the LRPMP and the applicable provisions of the HSC and to thereafter distribute net land sale proceeds to the affected taxing entities, may also subject the City to litigation by one or more of the affected taxing entities and may frustrate the ability of the City to further its achievement of economic development.

Per the HSC and the LRPMP, upon the ultimate sale or lease of the Property, the net proceeds (net of the City's costs of sale or lease) will be submitted to the Tulare County Auditor-Controller (the "CAC"). Once received, the CAC will in turn distribute the funds to the effected taxing entities in proportion to the taxing entities' proportionate share of the General Tax Levy (the "GTL"). Effected taxing entities are those that receive a share of the GTL attributable to the Tax Rate Area (the "TRA") in which the Property is located, which includes the City of Dinuba. As an exemplar only, Dinuba's city-wide proportion of the GTL is approximately 18.9%.

PUBLIC HEARING

None Required.

ATTACHMENTS:

- A. Resolution 2022-58 Notice of Availability of Surplus Land
- B. Property Map

RESOLUTION NO. 2022-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA DECLARING PURSUANT TO CALIFORNIA GOVERNMENT CODE § 54221 THAT REAL PROPERTY (APNS 017-280-002 & -020) LOCATED ALONG THE NORTH SIDE OF SURABIAN DRIVE, APPROXIMATELY 1,500 FEET EAST OF MONTE VISTA DRIVE, DINUBA, CALIFORNIA IS DESIGNATED AS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE AT THIS TIME (ONLY SO FAR AS SURPLUS LAND IS DEFINED WITHIN THE CALIFORNIA SURPLUS PROPERTY LAND ACT), FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVING CERTAIN RELATED ACTIONS.

WHEREAS, this Resolution concerns that certain vacant real property (APNs 017-280-002 & -020) consisting of approximately 20.59 acres located along the north side of Surabian Drive approximately 1,500 feet east of Monte Vista Drive, Dinuba, California described within Exhibit "A" to this Resolution, attached hereto and made a part of hereof (the "Property"); and

WHEREAS, the parcels constituting the Property are zoned as follows: i) APN 017-280-020 is zoned C-4 (General Commercial District); and ii) APN 017-280-002 is zoned M-1 (Light Industrial District) (collectively, the "Applicable Zoning"); and

WHEREAS, pursuant to the California Surplus Property Land Act, Government Code (the "GC") §§ 54220-54233 (the "Act"), as recently amended by AB 1486, and Guidelines promulgated thereunder by the California Department of Housing and Community Development (the "HCD") dated as of April 2021 (the "Guidelines"), in order for the Property to be disposed of, for any purpose, such land must first undergo the noticing process set forth in the Act and expounded upon by the Guidelines; and

WHEREAS, that process requires that a notice be given calling for written expressions of interest after the public entity owner has designated such land as surplus (only so far as surplus land is defined within the Act) by the taking of a formal action at a public meeting of such public agency; and

WHEREAS, pursuant to the Act, land is necessary for the City's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the City for City work or operations, but ignores other traditional core purposes, e.g., economic development; and

WHEREAS, the Act, as expounded upon by the Guidelines, provides that such land shall be declared either surplus land or exempt surplus land (only so far as surplus land is defined within the Act) before the City may take action to dispose of it consistent with the City's policies or procedures, even if such land is designated for use consistent with one of the City's traditional core purposes, e.g., economic development; and

WHEREAS, the Property was previously acquired by the former Redevelopment Agency of the City of Dinuba for the purpose of economic development and subsequently transferred to the City by the Successor Agency to the Redevelopment Agency of the City of Dinuba (the "Successor Agency") pursuant to the Successor Agency's Long-Range Property Management Plan (the "LRPMP"), which was approved by the California Department of Finance (the "DOF"), wherein the DOF informed the Successor Agency that the LRPMP supersedes the California Health and Safety Code (the "HSC") as it relates to the disposition of real property included within the LRPMP; and

WHEREAS, within the LRPMP, the Property is designated for future development under the auspices of the City, wherein the Property was designated for transfer to the City (which has been authorized by Successor Agency Resolution No. 2022-48 and City Council Resolution No. 2022-49) and thereafter the City has assumed responsibility for the sale or lease of the Property, subject to certain required disposition procedures and distribution of land sales proceeds to affected taxing entities, as more particularly described within the applicable provisions of the HSC and the LRPMP; and

WHEREAS, in accepting the Property, the City also assumed the responsibilities and obligations of the Successor Agency with respect to the disposition of the Property for economic development purposes consistent with the LRPMP; and

WHEREAS, the City considers economic development as a necessary and essential part of the City's traditional core uses and purposes and notwithstanding the Act and the Guidelines, its goals to achieve economic development have not changed; nevertheless, the Act together with the Guidelines requires the conduct of a noticing process; and

WHEREAS, the Act does not exempt economic development designated land held by the City from the Act's very narrow definition of surplus land, which results in requiring the designation of real property held by the City for the purpose of economic development as surplus land for the limited purposes of the Act only; and

WHEREAS, based on the foregoing, it appears that the Act, the LRPMP and the applicable provisions of the HSC related thereto are in conflict; and

WHEREAS, failure to follow the procedure described in the Act with respect to the noticing process and related actions, may subject the City to financial and other penalties and measures and may frustrate the ability of the City to further its achievement of economic development; and

WHEREAS, failure to dispose of the Property consistent with the LRPMP and the applicable provisions of the HSC and to thereafter distribute net land sale proceeds to the affected taxing entities, may also subject the City to litigation by one or more of the affected taxing entities and may frustrate the ability of the City to further its achievement of economic development; and

WHEREAS, GC § 54222, requires the City, if it declares land it owns to be surplus and not necessary for the City's use (only so far as surplus land is defined within the Act), to provide written notice thereof to certain local agencies and housing sponsors (the "Designated Parties"); the form of such notification, which is based on an HCD-mandated form, is included as Exhibit "B" to this Resolution (the "Notification Process"); and

WHEREAS, the Notification Process is not a request for proposals, does not bind the City to any disposition of the Property and the Property is subject to the Applicable Zoning; and

WHEREAS, the Notification Process provides the Designated Parties a 60-day opportunity to provide a written expression of interest to negotiate for the sale or lease of the Property consistent with parameters for such negotiations provided by the Act; and

WHEREAS, the Act does not impose any mandates or timeframes with respect to the disposition of real property; and

WHEREAS, in addition to the foregoing, under the Act and the Guidelines, the California Department of Housing and Community Development (the "HCD") has certain monitoring

responsibilities concerning negotiations with Designated Parties, if any, for the purpose of confirming that such negotiations were conducted within the parameters described in the Act; and

WHEREAS, staff has evaluated the Property for its potential to be used for alternate City work or operations and has determined that the Property is not needed for such City uses at this time (only so far as surplus land is defined within the Act); and

WHEREAS, because the required disposition procedures related to the LRPMP are subject to being protracted, staff recommends that the City Council declare the Property to be surplus and not necessary for the City's use (only so far as surplus land is defined within the Act) and authorize the initiation of the Notification Process, thus enabling the completion a procedural step affecting the Property; and

WHEREAS, approval of this Resolution will confirm the City Council's declaration that the Property is surplus and not necessary for the City's use at this time (only so far as surplus land is defined within the Act) and authorize the initiation of the Notification Process as prescribed by the Act; and

WHEREAS, pursuant to § 15060 (c) (3) of the California Environmental Quality Act (the "CEQA") Guidelines (i.e., California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387), approval of this Resolution is exempt from CEQA because the actions described herein will not result in a direct or reasonably foreseeable indirect physical change in the environment and the actions described herein are not a "Project", as defined within § 15378 of the CEQA Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dinuba, California, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The City Council hereby declares that the Property is surplus land and not necessary for the City's use at this time (only so far as surplus land is defined within the Act).
3. Consistent with the requirements of GC § 54222, the City Manager, or designee, is hereby directed to initiate the Notification Process by providing written notice of the City Council's declaration to the Designated Parties, the form of such notification is included as Exhibit "B" to this Resolution.
4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*) (the "CEQA"). Staff has determined that the designation of The Property as surplus (only so far as surplus land is defined within the Act) does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines § 15060(c)(3) because it is not a project as defined by the CEQA Guidelines § 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. If and when the property is sold to a purchaser and that purchaser proposes a use for the Property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA.

5. The City Clerk is directed to file a Notice of Exemption pursuant to CEQA Guidelines § 15062.

6. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include negotiating in good faith in accordance with the requirements of the Act with any of the Designated Parties that submit a written notice of interest to purchase or lease the Property in compliance with the Act.

7. This Resolution shall take effect upon the date of its adoption.

PASSED, ADOPTED AND APPROVED this ___ day of October, 2022 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Linda Launer,
Mayor of the City of Dinuba

ATTEST: _____
Linda Barkley, City Clerk

I, Linda Barkley, City Clerk of the City of Dinuba, certify the foregoing is the full and true Resolution No. 2022-___ passed and adopted by the Mayor and City Council of the City of Dinuba at a regular meeting held on October ___, 2022, by the above noted vote.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A

PARCEL 1, OF PARCEL MAP 4592, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 46 OF PARCEL MAPS, AT PAGE 97, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(APN 017-280-002)

PARCEL B

PARCEL 4, OF PARCEL MAP 4922, IN THE CITY OF DINUBA, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 50 OF PARCEL MAPS, AT PAGE 27, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(APN 017-280-020)

)

EXHIBIT “B”

FORM OF NOTICE OF AVAILABILITY

**NOTICE OF AVAILABILITY OF SURPLUS LAND
(Via Email)**

Date: October 26, 2022

TO: Interested Local Agencies and Housing Sponsors

RE: Notice of Availability of Surplus Land in the City of Dinuba Pursuant to California Government Code § 54220, *et seq.*

Pursuant to the provisions of California Government Code § 54220, *et seq.*, the City of Dinuba (“City”) hereby notifies interested local agencies and housing sponsors (“Designated Parties”) of the availability for lease or purchase of the following surplus City-owned land (“Property”):

Property Addresses:	None: Approximately 20.59 acres located along the north side of Surabian Drive, approximately 1,500 feet east of Monte Vista Drive
Assessor’s Parcel Nos.:	017-280-002 017-280-020
Zoning:	Light Industrial (M-1) and General Commercial (C-4)
General Plan Designation:	Light Industrial and Commercial General
Current Use:	Two (2) Vacant Lots

Copies of an aerial image and assessor map are attached. The Property is undeveloped (formerly agricultural) raw land that will require subdivision and the installation of certain types of backbone and in tract infrastructure improvements as a prerequisite to the development of the land and all such costs and any other costs related to the development of the Property are the responsibility of the land developer. In addition, the Designated Parties are also notified that, as a previous asset of the Successor Agency to the Redevelopment Agency of the City of Dinuba, the sale or lease of the Property is subject to certain required disposition procedures and requirements, as more particularly described within the Dinuba Successor Agency’s Long-Range Property Management Plan (“LRPMP”), which may elongate the Property’s pre-development phase. Refer to Site No. 14 on pages 50 to 53 of the LRPMP at this link:

<https://www.dinuba.org/images/2017/Dinuba-LRPMP.pdf>

A Designated Party desiring to purchase or lease the Property for any of the purposes authorized by Government Code § 54222, must file a written notice of interest with the City within **60 days** from the date this Notice of Availability was sent via email, as indicated by the date set forth below. Designated Parties proposing to submit a notice of interest

are advised to review the requirements set forth in the Surplus Land Act (Government Code §§ 54220-54234), the LRPMP and the Dinuba General Plan and Zoning Ordinance.

Please send written notices of interest via e-mail to:

City of Dinuba
Attn: Daniel James, Assistant City Manager
405 E. El Monte Way
Dinuba, California 93618
djames@dinuba.ca.gov.

With copies to:

Steven H. Dukett, Development Consultant to the City
2305 Chicago Avenue
Riverside, California 92507
Sdukett@TKEengineering.com

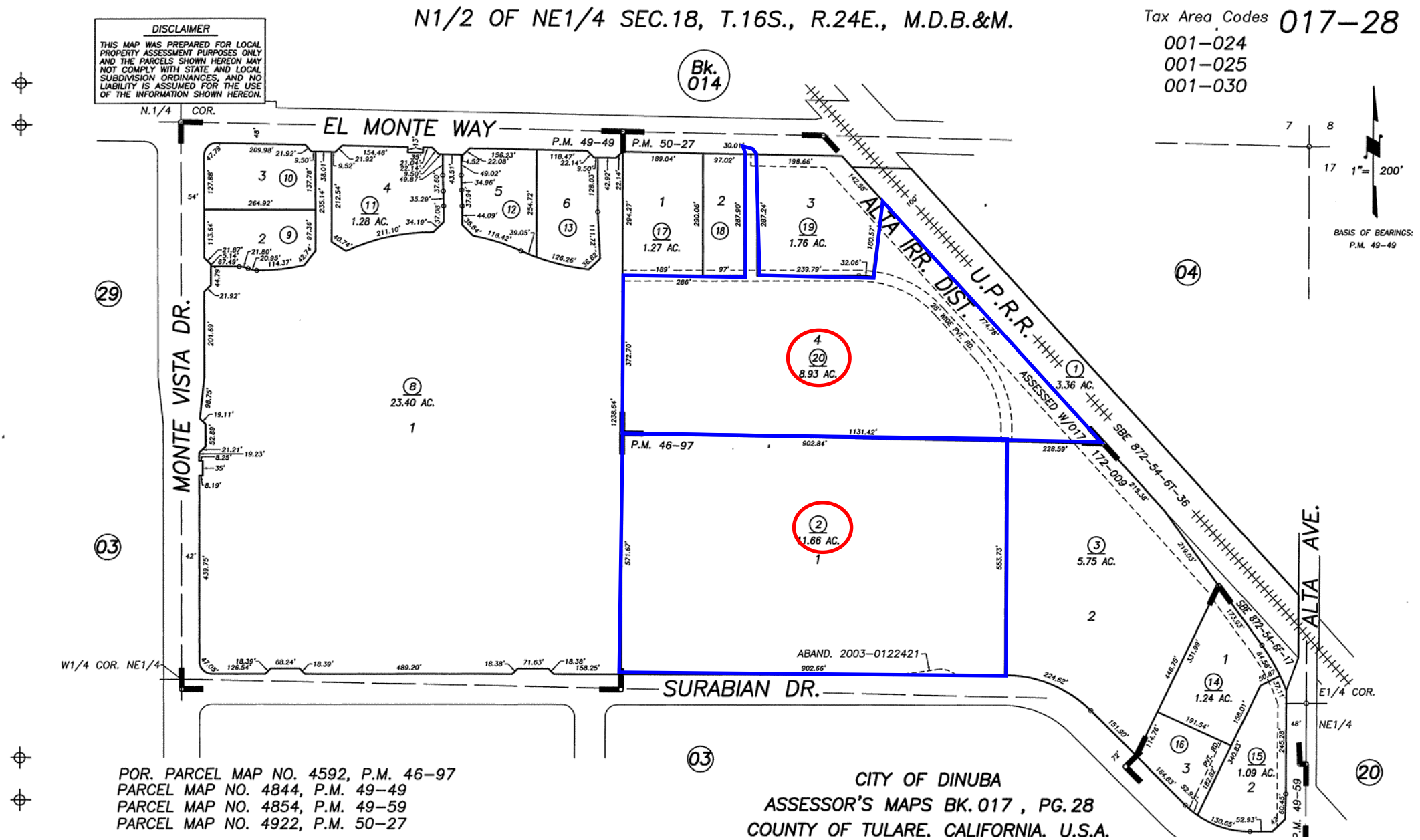
For further information, please contact Mr. Steven H. Dukett, Managing Director of Development Services, TKE Engineering, Inc. (development consultant to City), at (909) 967-8205 or sdukett@TKEengineering.com.

The final day to submit a written statement of interest to either lease or purchase the Property is **Monday, December 26, 2022 by 5:00 PM.**

Attachments (Aerial Image and Assessor Maps)

AERIAL OF ASSESSOR'S PARCEL NOS. 017-280-002 AND 017-280-020







City Council Staff Report

Department: CITY CLERK

October 11, 2022

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of September 27, 2022 as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

City Council Meeting Minutes, September 27, 2022



**September 27, 2022
MINUTES**

COUNCIL MEMBERS PRESENT:

Reynosa, Thusu, Nerio-Guerrero, Longoria

COUNCIL MEMBERS ABSENT:

Launer

STAFF MEMBERS PRESENT:

Alaniz, Hernandez, James, Montejano, Patlan, Solis, Trevino, Webster, Yanez

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Vice Mayor Reynosa called the meeting to order at 6:29 p.m.

1.2. Invocation

The invocation was let by Chaplain Garcia.

1.3. Pledge of Allegiance

The pledge of allegiance was let by Director Hernandez.

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

None.

3. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

Nancy McKittrick invited the Council to participate in the 100th Anniversary Celebration of the Palm United Methodist Church which will include a ceremony and lunch on Sunday, October 9, 2022, at 10:00 a.m. McKittrick gave a brief history of the Palm United Methodist Church.

Viviana Garcia approached the podium regarding a dispute with her neighbor. Garcia claimed that her neighbor is violating the City's watering schedule and has damaged her property with their overwatering. Garcia advised that they have an ongoing civil lawsuit and on several occasions the Dinuba Police Department has been called.

Robert Cervantes invited the Council to a Neighborhood Watch meeting at Delgado Park on October 8, 2022. Cervantes requested that the City provide audio for the event.

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT

Resolution No. 2022-55 Approving a Budget Amendment and to Accept a Grant Award from Alta Healthcare District for the Purchase of a Medical Oxygen Generator System (JORW)

RECOMMENDATION

Council to adopt Resolution No. 2022-55 taking the following actions by one motion:

1. Accepting of a grant award from the Alta Healthcare District in the amount of \$115,000 for the purchase of a new medical oxygen generator; and,
2. Approving Budget Amendment No. 2023-1 including the funds in the FY 2022-23 budget; and,
3. Authorize staff to order the new Medical Oxygen Generator System; and,
4. Authorize the Fire Chief or designee to sign any related documents.

4.2. SUBJECT

Approval of City Council Meeting Minutes (MA)

RECOMMENDATION

Council to review and approve City Council meeting minutes of September 13, 2022 as presented.

4.3. SUBJECT

Resolution No. 2022-56 Approving Financial Assistance to the Tulare County Regional Transit Agency (IH)

RECOMMENDATION

Council adopt Resolution No. 2022-56 approving a short-term loan to the Tulare County Regional Transit Agency (TRCTA) in the amount of \$350,000, amending the FY 2022/23 annual budget to fund the TCRTA loan, and authorize the City Manager or his designee to execute a Cash Advance and Repayment Agreement with TCRTA.

4.4. SUBJECT

Proclamation No. 2022-04 Palm United Methodist Church 100th Anniversary (DJ)

RECOMMENDATION

Council to adopt Proclamation No. 2022-04 honoring the 100 year anniversary of Dinuba Palm United Methodist Church.

A motion was made by Council Member Thusu, second by Council Member Nerio-Guerrero, to review and approve as presented.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu
Absent: Launer

5. WARRANT REGISTER

5.1. SUBJECT

Warrant Register September 16 & 23, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Longoria, second by Council Member Nerio-Guerrero, to review and approve the Warrant Register of September 16 & 23, 2022 as presented.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu
Absent: Launer

6. PUBLIC HEARING

6.1. SUBJECT

Ordinance No. 2022-10 Amendments to Floodplain Management Ordinance (DY)

RECOMMENDATION

Council to receive staff report, open and close a public hearing, and take the following action by one motion:

1. Introduce Ordinance No. 2022-10 by title "An Ordinance of the City Council of the City Of Dinuba Amending and Reorganizing Title 13 Section 76 through 96 of the Dinuba Municipal Code Pertaining to Floodplain Management Regulations"; Waive further reading of Ordinance 2022-10 and approve draft Ordinance 2022-10 either as drafted, or subject to any revisions agreed to by City Council; and
2. Schedule second reading and adoption of Ordinance No. 2022-10 for October 11, 2022, inclusive of any revisions adopted by City Council.

City Attorney Yanez presented Ordinance No. 2022-10, an amendment to the Floodplain Management Ordinance. The amendment is a result of the City's work with the Department of Water Resources. Yanez stated changes are based on the Department of Water Resources identified actions for compliance with FEMA

standards and continued participation in the National Flood Insurance Program. Yanez reported that the update consists of ordinance definitions, amendments to current building codes, requirements for manufactured homes and detached garages, and clarified and expanded inspection procedures.

Council Member Thusu questioned the SOP and its compliance. Yanez advised that the changes that were made are minor and that SOP was not required or recommended.

Vice Mayor Reynosa opened the public hearing.

No public comments were made and Reynosa closed the public hearing.

A motion was made by Council Member Longoria, second by Council Member Nerio-Guerrero, to introduce Ordinance No. 2022-10 by title "An Ordinance of the City Council of the City Of Dinuba Amending and Reorganizing Title 13 Section 76 through 96 of the Dinuba Municipal Code Pertaining to Floodplain Management Regulations"; Waive further reading of Ordinance 2022-10 and approve draft Ordinance 2022-10 either as drafted, or subject to any revisions agreed to by City Council; and to schedule second reading and adoption of Ordinance No. 2022-10 for October 11, 2022, inclusive of any revisions adopted by City Council.

Ayes: Nerio-Guerrero, Reynosa, Thusu

Absent: Launer

7. DEPARTMENT REPORTS

7.1. SUBJECT

Resolution No. 2022-50 Authorizing the Investment of Reserve Funds in the Tulare County Treasury Pool (KS)

RECOMMENDATION

Council authorize the investment of excess funds into the Tulare County Treasury Pool.

Administrative Director Solis reported on Resolution No. 2022-50 authorizing the investment of City funds into the Tulare County Treasury Pool. Solis provided details regarding the investment returns and stated that the City's goal is to seek the highest rate of return available within the guidelines of the City of Dinuba's Investment Policy. Solis recommended that the Council approves an investment into the Tulare County Treasury Pool.

Council Member Thusu asked the reason behind the designated investment amount. Director Sols advised that in addition to this recommendation other investment changes have been made.

Vice Mayor Reynosa asked if other cities have invested in this pool. Director Solis reported that she has contacted various cities and has received positive feedback.

Council approved with the condition of adding to the resolution that the City's

investment should not exceed \$10 million.

A motion was made by Council Member Thusu, second by Council Member Longoria, to authorize the investment of excess funds into the Tulare County Treasury Pool.

Ayes: Longoria, Nerio-Guerrero, Reynosa, Thusu

Absent: Launer

8. MAYOR/COUNCIL REPORTS

Council Member Longoria reported having a good time at the Raisin Day parade and thanked the Fire Department for his ride on the department's fire engine.

Council Member Nerio-Guerrero reported attending several meetings. Nerio-Guerrero reported attending the Raisin Day festivities and the roundabout's grand opening.

Council Member Thusu participated in the parade and reported receiving positive feedback on the roundabout.

Vice Mayor Reynosa reported participating in the Raisin Day celebration and thanked the City staff for their hard work. Reynosa expressed receiving positive feedback on the roundabout. Reynosa invited the Council to the upcoming Alta Historical Society's Blues and Brews Cookout on October 8, 2022. Reynosa advised that she has tickets available and event sponsorship letters and flyers.

9. CITY MANAGER COMMUNICATIONS

City Manager Patlan thanked the Public Works staff and all who were involved in the roundabout ribbon-cutting celebration. Patlan thanked the Public Works staff and Four Creeks Engineering for their contribution to the project. Patlan thanked the Public Works staff for their constant work dealing with graffiti clean-up around town. Patlan advised that he will be participating in the Alta Historical Society's Blues and Brews Chili Cookoff.

10. CITY STAFF COMMUNICATIONS

Assistant City Manager James reported that he will be participating in the Alta Historical Society's Blues and Brews Chile Cookoff.

City Attorney Yanez advised that the receivership and rehab on Harvard Avenue are in process. Yanez reported that in October he will introduce an ordinance update on the statewide electronic charging station.

Fire Chief Webster thanked the council for riding the Fire Engine during the Raisin Day Parade. Webster reported that the Fire Station's Centennial celebration is scheduled for October 15th.

Director Hernandez thanked the City Manager and the Assistant City Manager for their guidance on the roundabout project, it was a team effort.

Director Hurtado shared that a kitten was rescued from inside the city Prius. The vehicle was towed to the Public Works yard where the kitten was removed from inside the vehicle and adopted by a staff member.

11. CLOSED SESSION

11.1. Liability Claim (MA)

Pursuant to Government Code Section 54956.95; Claimant(s) Ramon Longoria.
Agency Claimed Against: City of Dinuba.

The claim was rejected.

12. ADJOURNMENT

Vice Mayor Reynosa adjourned the regular meeting at 7:08 p.m.



City Council Staff Report

Department: CITY CLERK

October 11, 2022

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Proclamation No. 2022-05 Honoring the Dinuba High School Class of 1987 (MA)

RECOMMENDATION

Council to adopt Proclamation No. 2022-05 honoring the Dinuba High School Class of 1987.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Proclamation No. 2022-05

Whereas, 35 years ago the Dinuba High School Class of 1987 graduated; and

Whereas, Classmates responses to their experiences and memories of Dinuba High School were the lasting impressions their teachers and coaches made on their lives by preparing them for the future and the friendships forged that have remained close even after 35 years; and

Whereas, Many of the graduating students from Dinuba High School's Class of 1987 have remained and reside in the City of Dinuba with many other classmates residing throughout the United States; and

Whereas, The Dinuba High School Class of 1987 prides itself with the contributions of its outstanding graduates from all walks of life who have served their communities well.

Now, Therefore, Be it Resolved, That I, Linda Launer, Mayor of the City of Dinuba, do hereby honor the Class of 1987 celebrating their 35th Reunion at Ridge Creek Golf Course Dinuba on October 22, 2022.

In Witness thereof, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on the 11th day of October, two-thousand-twenty-two.



City Council Staff Report

Department: CITY ATTORNEY

October 11, 2022

To: Mayor and City Council

From: David Yanez, City Attorney

Subject: Second Reading of Ordinance No. 2022-10 Approving Amendments to Floodplain Management Ordinance (DY)

RECOMMENDATION

Council to waive further reading and adopt Ordinance No. 2022-10 approving amendments to the Floodplain Management Ordinance.

EXECUTIVE SUMMARY

The City Council conducted the first reading and public hearing for the proposed amendments to the City's Floodplain Management Ordinance on September 27, 2022. The amendments to the City's Floodplain Management Ordinance will achieve conformity with applicable laws, especially the most current version of the California Building Code and FEMA regulations. An updated and compliant Floodplain Management Ordinance is also part of the City's continued participation in FEMA's National Flood Insurance Program.

OUTSTANDING ISSUES

None.

DISCUSSION

The California Department of Water Resources (DWR) conducted a Community Assistance Visit to the City of Dinuba on April 13, 2021. As a result of that visit, the DWR identified several required actions by the City in order to comply with the State and FEMA's standards for continued participation in the National Flood Insurance Program (NFIP).

DWR and City Staff have been working closely through a series of scheduled zoom

calls to review ordinance amendments and documentation for structures identified in the DWR's Floodplain Field Inspection document. In regards to those structures identified by the DWR for further review, the DWR has concluded that these have achieved compliance. The last required action on the City's part is to adopt Ordinance amendments which update building and flood proofing requirements for structures and residences in the designated Floodplain zone.

In preparing the FMO amendments, the DWR provided the City with a California model ordinance for cities in the type of floodzone in which the City of Dinuba is located (i.e., not a coastal zone). Many of the amendments proposed through this item originate from the Model Ordinance. One significant benefit of incorporating Model Ordinance language is that the DWR has already approved the language as compliant with all applicable laws.

Some of the proposed FMO amendments include:

UPDATED DEFINITIONS. (DMC 13.80 ET SEQ). New ordinance definitions define with more specificity different type of structures subject to the flood resistant construction requirements and incorporate terms used by FEMA and DWR.

AMENDMENTS TO REFERENCE CURRENT BUILDING CODE REQUIREMENTS. (DMC 13.92.010) The City's current Ordinance contains language with fixed base flood elevation requirements. However, due to the California Building Code recent changes. Staff recommends language which requires whatever the current edition of the Building Code requires.

MORE SPECIFIC REQUIREMENTS FOR MANUFACTURED HOMES AND DETACHED GARAGES. (DMC 13.92.040, 13.92.050) The City's current ordinance does not contain all of the required standards for these types of structures.

INSPECTION PROCEDURES EXPANDED AND CLARIFIED. (DMC 13.88.020) Proposed amendments include a specific progression for a structured to successfully pass inspection for compliance with building code requirements.

Engineers from the DWR also recommended that the City of Dinuba consider adopting a Standard Operating Procedure (SOP) to facilitate the permitting, inspection and compliance process for substantial improvement to damaged or repaired structures. They also recommended that City Staff take advantage of Floodplain Administrators trainings offered by DWR and FEMA.

DWR Engineers also informed the City of Dinuba of opportunities for discounted flood insurance rates through the National Flood Insurance Program's (NFIP) Community Rating System (CRS). CRS is a voluntary incentive program that recognizes and encourages community and state floodplain management activities that exceed the minimum NFIP requirements.

Under the CRS program, flood insurance discounts range from 5% to 45%

depending on the credit points earned. The result is discounted flood insurance premiums that reflect the reduced flood risk resulting from the community and state's increased actions. DWR seeks to enroll more communities into the CRS program and to improve the standing of municipalities in the program. The City of Dinuba was encouraged by the DWR to consider participation in this program.

The DWR has approved of the ordinance amendments now presented to the City Council and staff recommends their adoption.

FISCAL IMPACT

None.

PUBLIC HEARING

A Public Hearing Notice for the introduction of Ordinance No. 2022-10 was published in the Mid Valley Times on Thursday, September 15, 2022.

The noticed Public Hearing was duly held by the City Council for the City of Dinuba on September 27, 2022.

ATTACHMENTS:

- A. Ordinance 2022-10 Amendments to Floodplain Management Ordinance
- B. Ordinance 2022-10 Amendments to Floodplain Management Ordinance with Changes

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING AND REORGANIZING TITLE 13 SECTION 76 THROUGH 96 OF THE DINUBA MUNICIPAL CODE PERTAINING TO FLOODPLAIN MANAGEMENT REGULATIONS

THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY DOES ORDAIN:

SECTION 1. FINDINGS.

1. The City of Dinuba administers a municipal code, including regulations pertaining to floodplain management regulations.
2. The Municipal Code includes Section 13.76 et seq (Floodplain Management Regulations).
3. The purpose statement of the City of Dinuba's Floodplain Management Regulations state: "It is the purpose of this division to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designated:
 - A. To protect human life and health;
 - B. To minimize expenditure of public money for costly flood control projects;
 - C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - D. To minimize prolonged business interruptions;
 - E. To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
 - F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
 - G. To insure that potential buyers are aware that property is in an area of flood hazard; and
 - H. To insure that those who occupy the areas of flood hazard assume responsibility for their actions.

SECTION 2. Amendments were made to Title 13, Chapter 76 of the Dinuba Municipal Code pertaining to Floodplain Management Regulations. Sections are also being reorganized according to this ordinance.

SECTION 3. SEVERABILITY.

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of

competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. PUBLICATION OF ORDINANCE.

Pursuant to Section 2.12.F of the Charter for the City of Dinuba, the City Clerk is hereby directed to cause a summary of this Ordinance to be published within 20 days following such adoption, in a newspaper of general circulation in the City or, if there is no newspaper of general circulation in the City, by posting in three public places. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted for a period of 30 days in the office of the City Clerk after the meeting at which the ordinance is adopted and then be made available upon request.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Launer, Mayor of the City of Dinuba

ATTEST:

Maria Alaniz, Interim City Clerk

Chapter 13.76
FLOOD DAMAGE PREVENTION

Sections:

13.76.05 Statutory authorization.

13.76.06 Findings of fact.

13.76.010 Purpose.

13.76.020 Methods of reducing flood losses.

13.76.030 Applicability.

13.76.05 Statutory authorization.

The legislature of the state of California has in Government Code Sections 65302, 65560 and 65800 conferred upon local government units authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council of City of Dinuba does hereby adopt the following floodplain management regulations. (Ord. 2003-12 § I (part), 2003)

13.76.06 Findings of fact.

A. The flood hazard areas of the City of Dinuba are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards, which increase flood heights and velocities, also contribute to the flood loss. (Ord. 2003-12 § 1 (part), 2003)

13.76.010 Purpose.

It is the purpose of this division to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designated:

A. To protect human life and health;

- B.** To minimize expenditure of public money for costly flood control projects;
- C.** To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D.** To minimize prolonged business interruptions;
- E.** To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F.** To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G.** To insure that potential buyers are aware that property is in an area of flood hazard; and
- H.** To insure that those who occupy the areas of flood hazard assume responsibility for their actions. (Ord. 98-8 § 2, 1998; Ord. 649 § 1 (part), 1982)

13.76.020 Methods of reducing flood losses.

In order to accomplish its purpose, this division includes methods and provisions for:

- A.** Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B.** Requiring that uses vulnerable to floods, including facilities which service such uses, be protected against flood damage at the time of initial construction;
- C.** Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D.** Controlling, filling, grading and other development which may increase flood damage; and
- E.** Preventing or regulating the constructing of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas. (Ord. 988 § 3, 1998; Ord. 649 § 1 (part), 1982)

13.76.030 Applicability.

These regulations, in conjunction with the building codes, provide minimum requirements for development located in flood hazard areas, including the subdivision of land; filling, grading and other site improvements; installation of utilities; installation, placement and replacement of manufactured homes; placement of recreational vehicles; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; certain building work exempt from permit under the building codes; and flood control projects.

Chapter 13.80

DEFINITIONS

Sections:

- 13.80.010 Definition interpretation.
- 13.80.020 Accessory Structure.
- 13.80.030 Agricultural Structure.
- 13.80.040 Accessory use.
- 13.80.050 Alluvial fan.
- 13.80.060 Alteration of a watercourse.
- 13.80.070 Apex.
- 13.80.080 Appeal.
- 13.80.090 Area of shallow flooding.
- 13.80.100 Area of special hazard.
- 13.80.110 ASCE 24.
- 13.80.120 Base flood.
- 13.80.130 Basement.
- 13.80.140 Building.
- 13.80.150 Building code.
- 13.80.160 Design flood.
- 13.80.170 Design flood elevation.

- 13.80.180. Development.
- 13.80.190 Encroachment.
- 13.80.200 Existing manufactured home park or subdivision.
- 13.80.210 Expansion to an existing manufactured home park or subdivision.
- 13.80.220 Flood, flooding or flood water.
- 13.80.230 Flood boundary and floodway map (FBFM).
- 13.80.240 Flood damage-resistant materials.
- 13.80.250 Flood hazard area.
- 13.80.260 Flood hazard boundary map.
- 13.80.270 Flood insurance rate map (FIRM).
- 13.80.280 Flood insurance study.
- 13.80.290 Floodplain or flood-prone area
- 13.80.300 Floodplain administrator.
- 13.80.310 Floodplain management.
- 13.80.320 Floodplain management regulations.
- 13.80.330 Floodproofing.
- 13.80.340 Floodway.
- 13.80.350 Floodway encroachment line.
- 13.80.360 Floodway fringe.
- 13.80.370 Fraud and victimization.

13.80.380	Functionally dependent use.
13.80.390	Governing body.
13.80.400	Hardship.
13.80.410	Highest adjacent grade.
13.80.420	Historic structure.
13.80.430	Letter of Map Change (LOMC).
13.80.440	Levee.
13.80.450	Levee system.
13.80.460	Lowest floor.
13.80.470	Manufactured home.
13.80.480	Manufactured home park or subdivision.
13.80.490	Market value.
13.80.500	Mean sea level.
13.80.510	New construction.
13.80.520	New manufactured home park or subdivision.
13.80.530	Obstruction.
13.80.540	One hundred year flood or 100-year flood.
13.80.550	Permit for floodplain development.
13.80.560	Principal structure.

- 13.80.570 Public safety and nuisance.
- 13.80.580 Recreational vehicle.
- 13.80.590 Regulatory floodway.
- 13.80.600 Remedy a violation.
- 13.80.610 Riverine.
- 13.80.620 Sheet flow area.
- 13.80.630 Special flood hazard area (SFHA).
- 13.80.640 Start of construction.
- 13.80.650 Structure.
- 13.80.660 Substantial damage.
- 13.80.670 Substantial improvement.
- 13.80.680 Utility and Miscellaneous Group U
- 13.80.690 Violation.
- 13.80.700 Variance.
- 13.80.710 Water surface elevation.
- 13.80.720 Watercourse.

13.80.010 Definition interpretation.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this division its most reasonable application. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.020___ Accessory Structure

“Accessory Structure” means a structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

13.80.030_ Agricultural Structure

“Agricultural Structure” means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

13.80.040 Accessory use.

“Accessory use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.050 Alluvial fan.

“Alluvial fan” means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.060 Alteration of a watercourse

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

13.80.070 Apex.

“Apex” means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.080 Appeal.

“Appeal” means a request for review of the floodplain administrator’s interpretation of any provision of this division. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.090 Area of shallow flooding.

“Area of shallow flooding” means a designated AO or AH zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet, a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate, and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.100 Area of special hazard.

See “Special flood hazard area.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.110 ASCE 24

“ASCE 24” means the standard *Flood Resistant Design and Construction*, referenced by the building code, developed and published by the American Society of Civil Engineers, Reston, VA. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the building code.

13.80.120 Base flood.

“Base flood” means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the one hundred year flood). Base flood is the term used throughout this chapter. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.130 Basement.

“Basement” means any area of the building having its floor subgrade, i.e., below ground level on all sides. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.140 Building.

See “Structure.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.150 Building Code

“Building code” means California Code of Regulations Title 24, the *California Building Standards Code*, the family of building codes specifically adopted by the State of California and composed of:

- (1) Part 2, applicable to buildings and structures other than dwellings within the scope of this part.
- (2) Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three stories, and accessory structures.
- (3) Part 10, applicable to existing buildings (as defined in that code).
- (4) Other specified codes.

13.80.160 Development.

“Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.170 Design flood.

“Design flood” means the flood associated with the greater of the following two areas: [Also defined in CCR Title 24 Part 2.]

- (1) Area with a flood plain subject to a 1-percent or greater chance of flooding in any year.
- (2) Area designated as a flood hazard area on a community’s flood hazard map, or otherwise legally designated.

13.80.180 Design flood elevation.

“Design flood elevation” means the elevation of the “design flood,” including wave height, relative to the datum specified on the community’s legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet (610 mm). [Also defined in CCR Title 24 Part 2.]

13.80.190 Encroachment.

“Encroachment” means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.200 Existing manufactured home park or subdivision.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.210 Expansion to an existing manufactured home park or subdivision.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.220 Flood, flooding or flood water.

“Flood, flooding or flood water” means:

- A. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source, and/or mudslides (i.e., mudflows). (See “Mudslides”); and
- B. The condition resulting from flood-related erosion. (See “Flood-related erosion.”) (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.230 Flood boundary and floodway map (FBFM).

“Flood boundary and floodway map (FBFM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.240 Flood damage-resistant materials.

“Flood damage-resistant materials” means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in CCR Title 24 Part 2.]

13.80.250 Flood hazard area.

“Flood hazard area” means the greater of the following two areas: [Also defined in CCR Title 24 Part 2.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

13.80.260 Flood hazard boundary map.

“Flood hazard boundary map” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the area of flood hazards. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.270 Flood insurance rate map (FIRM).

“Flood insurance rate map (FIRM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.280 Flood insurance study.

“Flood insurance study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.290 Floodplain or flood-prone area.

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source. (See “Flooding.”) (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.300 Floodplain administrator.

“Floodplain administrator” means the individual appointed to administer and enforce the floodplain management regulations. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.310 Floodplain management.

“Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.320 Floodplain management regulations.

“Floodplain management regulations” means the ordinance codified in this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.330 Floodproofing.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.340 Floodway.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation

more than one foot. Also referred to as “regulatory floodway.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.350 Floodway encroachment line.

“Floodway encroachment line” means the lines marking the limits of floodways on federal, state and local floodplain maps. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.360 Floodway fringe.

“Floodway fringe” means that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.370 Fraud and victimization.

“Fraud and victimization” as related to Section 13.80.660, Variance, of this chapter means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.380 Functionally dependent use.

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.390 Governing body.

“Governing body” means the local governing unit, i.e., county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.400 Hardship.

“Hardship” as related to Section 13.96.030(E) of this division means the exceptional hardship that would result

from a failure to grant the requested variance. The city requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.410 Highest adjacent grade.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.420 Historic structure.

"Historic structure" means any structure that is:

- A.** Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B.** Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C.** Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D.** Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states with approved programs. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.430 Letter of map change (LOMC).

"Letter of Map Change (LOMC)" means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

13.80.440 Levee.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.450 Levee system.

"Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closures and drainage devices, which are constructed and operated in accord with sound engineering practices. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.460 Lowest floor.

"Lowest floor" means the lowest floor enclosed area including a basement (see "Basement" definition of this chapter).

A. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to the applicable non elevation design requirements of this Division 3 of Title 13, including but not limited to:

1. The wet floodproofing standard in Section 13.92.010(C)(4);
2. The anchoring standards in Section 13.92.010;
3. The construction materials and methods standards in Section 13.92.010.

B. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (See "Basement" definition of this chapter). This prohibition includes below-grade garages and storage areas. (Ord. 98-8 § 11, 1998)

13.80.470 Manufactured home.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.480 Manufactured home park or subdivision.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.490 Market value.

Market value shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the flood plain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent appraiser and supported by a written

explanation of the differences. (Ord. 2003-12
§ 1 (part), 2003)

13.80.500 Mean sea level.

“Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s flood insurance rate map are referenced. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.510 New construction.

“New construction” for floodplain management purposes, means structures for which the start of construction commenced on or after the effective date of floodplain management regulations adopted by the community, and includes any subsequent improvements to such structures. (Ord. 96-3 § I (Exh. A (part)), 1996).

13.80.520 New manufactured home park or subdivision.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.530 Obstruction.

“Obstruction” means and includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.540 One hundred year flood or 100-year flood.

See “Base flood.” (Ord. 96-3 § I (Exh. A (part)), 1996)

13.80.550__ Permit for floodplain development.

“Permit for floodplain development” means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specified development

activities that are located in flood hazard areas and that are determined to be compliant with these regulations.

13.80.560 Principal structure.

“Principal structure” means a structure used for the principal use of the property as distinguished from an accessory use. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.570 Public safety and nuisance.

“Public safety and nuisance,” as related to Section 13.96.030(E) of this division, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.580 Recreational vehicle.

“Recreational vehicle” means a vehicle which is:

- A. Built on a single chassis;
- B. Four hundred square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designated primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. (Ord. 98-8 § 15, 1998; Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.590 Regulatory floodway.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.600 Remedy a violation.

“Remedy of violation” means to bring the structure or other development into compliance with state or local floodplain regulations, or, if this is not possible to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other

development. (Ord. 2003-12 § 1 (part), 2003; Ord. 98-9 § 16, 1998)

13.80.610 Riverine.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. (Ord. 963 § I (Exh. A (part)), 1996)

13.80.620 Sheet flow area.

See “Area of shallow flooding.” (Ord. 96-3 § I (Exh. A (part)), 1996)

13.80.630 Special flood hazard area (SFHA).

“Special flood hazard area (SFHA)” means an area having special flood and/or mudslide (i.e., mudflow) hazards and shown on an FHBM or FIRM as zone A, AO, AIA30, AE, A99, AH, E, M. (Ord. 98-8 § I8, 1998)

13.80.640 Start of construction.

“Start of construction” means and includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garage or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.650 Structure.

“Structure” means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.660 Substantial damage.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the

structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.670 Substantial improvement.

“Substantial improvement” means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

A. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

B. Any alteration of a historic structure, provided that the alteration will not preclude the structure’s continued designation as a historic structure. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.680 Utility and miscellaneous group U.

“Utility and Miscellaneous Group U” means buildings and structures of an accessory character and miscellaneous structure not classified in any special occupancy, as described in the building code.

13.80.690 Violation.

“Violation” means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided. (Ord. 2003-12 § 1 (part), 2003; Ord. 98-8 § 20, 1998)

13.80.700 Variance.

“Variance” means a grant of relief from the requirements of this division which permits construction in a manner that would otherwise be prohibited by this division. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.710 Water surface elevation.

“Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of flood of various magnitudes and frequencies in the floodplains of coastal or riverine areas. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.720 Watercourse.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur. (Ord. 96-3 § I (Exh. A (part)), 1996)

Chapter 13.84
GENERAL PROVISIONS

Sections:

- 13.84.010 Lands to which Division 3 of Title 13 applies.
- 13.84.020 Basis for establishing the areas of special flood hazard.
- 13.84.030 Compliance.
- 13.84.040 Abrogation and greater restrictions.
- 13.84.050 Interpretation.
- 13.84.060 Warning and disclaimer of liability.
- 13.84.070 Severability.

13.84.010 Lands to which Division 3 of Title 13 applies.

Division 3 of Title 13 shall apply to all areas of special flood hazards within the jurisdiction of the city.
(Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988: Ord. 649 § 1 (part), 1982)

13.84.020 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for the City of Dinuba, California dated May 3, 1982, with accompanying flood insurance rate maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated May 3, 1952, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the Dinuba city council by the floodplain administrator. The study, FIRMs and FBFMs are on file at the Development Services Department, 1088 E. Kamm Avenue, Dinuba CA 93618. (Ord. 2009-02 § 1, 2009: Ord. 98-8 § 21 (part), 1998; Ord. 96-3 § 2, 1996)

13.84.030 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of Division 3 of Title 13 and other applicable regulations. Violations of the provisions of Division 3 of Title 13 by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the city from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 98-8

§ 21 (part), 1998; Ord. 711 (part), 1988: Ord. 649 § I (part), 1982)

13.84.040 Abrogation and greater restrictions.

Division 3 of Title 13 is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where Division 3 of Title 13 and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988: Ord. 649 § 1 (part), 1982)

13.84.050 Interpretation.

In the interpretation and application of Division 3 of Title 13 all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988: Ord. 649 § 1 (part), 1982)

13.84.060 Warning and disclaimer of liability.

The degree of flood protection required by Division 3 of Title 13 is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. Division 3 of Title 13 does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. Division 3 of Title 13 shall not create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on Division 3 of Title 13 or any administrative decision lawfully made thereunder. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988: Ord. 649 § I (part), 1982)

13.84.070 Severability.

Division 3 of Title 13 and the various parts thereof are declared to be severable. Should any section of Division 3 of Title 13 be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of Division 3 of Title 13 as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982

Chapter 13.88 ADMINISTRATION

Sections:

- 13.88.010 Establishment of development permit.
- 13.88.020 Inspections.
- 13.88.030 Designation of the administrator.
- 13.88.040 Duties and responsibilities.
- 13.88.050 Documentation of floodplain development.
- 13.88.060 Alteration of Water courses
- 13.88.070 Map determinations.
- 13.88.075 Remedy of violations.
- 13.88.080 Maintenance of flood protection measures.
- 13.88.090 Appeals.

13.88.010 Establishment of development permit.

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 13.84.020. Application for a development permit shall be made on forms furnished by the development services manager and may include, but not be limited to, plans in duplicate scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required.

A. Site plan, including but not limited to:

1. For all proposed structures, spot ground elevations at building corners and twenty feet or smaller intervals along the foundation footprint, or one foot contour elevations throughout the

building site;

2. Proposed locations of water supply, sanitary sewer, and utilities;
3. If available, the baseflood elevation from the Flood Insurance Study and/or Flood Insurance Rate Map; and
4. If applicable, the location of the regulatory floodway;.

B. Foundation design detail, including but not limited to:

1. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
2. For a crawl-space foundation, location and total net area of foundation openings as required in Section 13.92.010(C)(3) and FEMA Technical Bulletins 1-93 and 7-93; and
3. For foundations placed on fill, the location and height of fill, and requirements (compacted to ninety-five percent using the Standard Proctor Test method).

C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 13.92.010(C)(2) and FEMA Technical Bulletin TB3-93;

D. All appropriate certifications listed in Section 13.88.040(D) and FEMA Technical Bulletin TB 3-93; and

E. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Ord. 2003-12 § 1 (part), 2003: Ord. 98-8 § 22, 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.88.020 Inspections.

Inspections, in general. Development for which a permit for floodplain development is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

Inspections of development other than buildings and structures. The Floodplain Administrator shall make or cause to be made, inspections of all development other than buildings and structures that is

authorized by issuance of a permit for floodplain development under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine when development is undertaken without issuance of a permit.

Inspections of manufactured homes installations. The Floodplain Administrator shall make or cause to be made, inspections of installation and replacement of manufactured homes in flood hazard areas authorized by issuance of a permit for floodplain development under these regulations. Upon installation of a manufactured home and receipt of the elevation certification required in 13.92.040(B) of these regulations the Floodplain Administrator shall inspect the installation or have the installation inspected.

Buildings and structures. The Building Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit, in accordance with the building code:

- A. Lowest floor elevation. Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in the building code shall be prepared by a licensed land surveyor or registered civil engineer and submitted to the building official.
- B. Final inspection. Prior to the final inspection, certification of the elevation required in the building code shall be prepared by a licensed land surveyor or registered civil engineer and submitted to the building official.

13.88.030-Designation of the administrator.

The director of public works and building official is appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions. (Ord. 649 § 1 (part), 1982)

13.88.040-Duties and responsibilities.

Duties and responsibilities of the director of public works under this section shall include but are not necessarily limited to the following:

- A. Permit Review. The director shall review all development permit to determine:
 - 1. The permit requirements of this section have been satisfied;
 - 2. All other required state and federal permits have been obtained;
 - 3. The site is reasonably safe from flooding;
 - 4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. For the purposes of

this section, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point; and

5. All letters of map revision (LOMRs) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, “Answers to Questions About Substantially Damaged Buildings,” develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining “market value.”

2. Assure procedures are coordinated with other departments/divisions and implemented by community staff.

C. Review, Use and Development of Other Base Flood Data.

1. When base flood elevation data has not been provided in accordance with Section 13.84.020, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from federal or state agency, or other source, in order to administer Chapter 13.92. Any such information shall be submitted to the city of Dinuba for adoption; or

2. If no base flood information data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of the two methods from the FEMA publication “Managing Floodplain Development in Approximate Zone A Areas—A Guide for Obtaining and Developing Base (100- year) Flood Elevations” dated July 1995 in order to administer Chapter 13.92.

a. Simplified Method.

i. One-hundred-year or base flood discharge shall be obtained using the appropriate regression equation found in a U.S. Geological Survey publication, or discharge-drainage area

method; and

ii. Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or

b. Detailed Method. The one-hundred-year or base flood discharge and the base shall be obtained using detailed methods identified in FEMA publication 265, published in July 1995 and titled: "Managing Floodplain Development in Approximate Zone A Areas—A Guide for Obtaining and Developing Base (100-year) Flood Elevations."

D. Notification of Other Agencies.

1. Alteration or Relocation of a Watercourse.

- a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
- b. Submit evidence of such notification to the Federal Emergency Management Agency; and
- c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base flood elevation changes due to physical alterations:

- a. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).
- b. All LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

3. Changes in Corporate Boundaries. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits. (Ord. 2009-02 § 2, 2009; Ord. 2003-12 § 1 (part), 2003; Ord. 98-8 § 23, 1998)

13.88.050 Documentation of floodplain development.

Obtain and maintain for public inspection and make available, as needed, the following:

A. The certification required by Sections 13.92.010(C) and 13.92.040. (Ord. 2003-12 § 1 (part), 2003; Ord. 98-8 § 24, 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.88.060-Alteration of Water courses.

The director shall:

A. Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;

B. Require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained. (Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.88.070-Map determinations.

The director shall make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and baseflood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 13.96. (Ord. 2003-12 § 1 (part), 2003; Ord. 649 § 1 (part), 1982)

13.88.075-Remedy of violations.

The director of public works shall take action to remedy violations of the ordinance codified in this section as specified in Section 13.84.030. (Ord. 98-8 § 25, 1998)

13.88.080-Maintenance of flood protection measures.

The maintenance of any and all flood protection measures, levees, dikes, dams or reservoirs will be required

of the jurisdiction where such measures provide protection. If these measures are privately owned, an operation or maintenance plan will be required of the owner to be on file with the director. (Ord. 649 § 1 (part), 1982)

13.88.090 Appeals.

The City Council of Dinuba, as the governing body of the city, shall hear and decide appeals by any party interested in an application made for a development permit under this chapter who is dissatisfied with the decision on that application made by the floodplain administrator or anyone acting in his name or on his behalf, particularly when such an appeal alleges that there was an error in any requirements, decision or determination by the floodplain administrator in the enforcement or administration of any of the provisions of this division. (Ord. 96-3 § 3, 1996)

Chapter 13.92
PROVISIONS FOR FLOOD HAZARD REDUCTION

Sections:

13.92.010 Requirements for buildings and structures in flood hazard areas.

13.92.020 Standards for utilities.

13.92.030 Standards for subdivisions.

13.92.040 Standards for manufactured/mobile homes.

13.92.050 Standards for Detached garages and accessory storage structures.

13.92.060 Standards for recreational vehicles.

13.92.070 Floodways.

13.92.010 Requirements for buildings and structures in flood hazard areas.

Applications for building and structures within the scope of the building code that are proposed in flood hazard areas shall comply with the applicable requirements of the current edition of the building code and ASCE 24.

In all areas of special flood hazards, the following standards are required:

A. Anchoring.

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured homes shall meet the anchoring standards of Section 13.92.040.

B. Construction Materials and Methods.

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
2. All new construction and substantial improvements shall be constructed using methods and

practices that minimize flood damage.

3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

4. Require within zones AH or AO adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing.

1. Residential property which is either newly constructed or substantially improved shall have the lowest floor, including the basement:

- a. In an AO zone, elevated in accordance with the current edition of the building code and ASCE 24.
- b. In an A zone, elevated to or above the base flood elevation, in accordance with the current edition of the building code and ASCE 24.
- c. In all other zones, elevated in accordance with the current edition of the building code and ASCE 24.

Upon completion of the structure, the elevation of the lowest floor (including the basement) shall be certified by a registered professional engineer or surveyor, or verified by the building inspection to the property elevated. Such certification or verification shall be provided to the director of public works.

2. Nonresidential construction shall either be elevated in conformance with subdivision (1) of this subsection, or together with attendant utility and sanitary facilities:

- a. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and

- c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the director of public works.
3. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing the entry and exit of floodwater. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or exceed the following minimum criteria:
- a. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or
 - b. Be certified to comply with local floodproofing standards approved by the Federal Insurance Administration Federal Emergency Management Agency.
4. Manufactured homes shall also meet the standards in Section 13.92.040. (Ord. 98-8 § 26, 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.92.020 Standards for utilities.

- A. All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- B. All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is filled above the base flood, the final lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor and shall be provided to the director of public works. The certified project engineer shall apply for and secure letters of map revision for all newly constructed homes in new subdivisions, including payment of FEMA fees.
- C. All subdivision proposals and other proposed new developments shall include within such proposals base flood elevation data. (Ord. 98-8 § 27, 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part),

1982)

- D. Utility and Miscellaneous Group U. Utility and miscellaneous Group U includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the building code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. In addition to the building code requirements for fire and life safety, the following shall apply to utility and miscellaneous Group U buildings and structures in flood hazard areas:
- (1) New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.
 - (2) New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with ASCE 24 or shall be dry floodproofed in accordance with ASCE 24.
 - (3) Unless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with ASCE 24 and limited to parking, storage, and building access.
 - (4) When fully enclosed by walls, flood openings shall be installed in accordance with ASCE 24.
 - (5) Flood damage-resistant materials shall be used below the design flood elevation.
 - (6) Mechanical, plumbing and electrical systems, including plumbing fixtures, shall be built above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of the building code for wet locations.

13.92.030 Standards for subdivisions.

A. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than fifty lots or five acres, whichever is the lesser, shall:

1. Identify the special flood hazard areas (SFHA) and base flood elevations (BFE).
2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.

3. If the site is above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a letter of map revision based on fill (LOMR-F) to the floodplain administrator:

- a. Lowest floor elevation.
- b. Pad elevation.
- c. Lowest adjacent grade.

B. All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and shall be provided to the director of the public works. The certified project engineers shall apply for and secure letters of map revision for all newly constructed homes in new subdivisions, including payment of FEMA fees.

C. All subdivision proposals shall be consistent with the need to minimize flood damage.

D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

F. New and replacement water supply systems to be designed to minimize or eliminate infiltration of floodwaters into the system shall be required within flood prone areas.

G. Adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures shall be required within zones AH and AO. (Ord. 2009-02 § 3, 2009; Ord. 96-3 § 4, 1996; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.92.040 Standards for manufactured/mobile homes.

A. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial

damage” as the result of a flood, shall:

1. Within zones A1-30, AH, and AE on the community’s flood insurance rate map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- B.** All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH or AE on the community’s flood insurance rate map that are not subject to the provisions of subsection (A) of this section, shall be elevated so that either:
1. The lowest floor of the manufactured home is at or above the base flood elevation; or
 2. The manufactured home’s chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Upon completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator. (Ord. 2009-02 § 4, 2009; Ord. 98-8 § 28, 1998; Ord. 96-3 § 5, 1996)

C. Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the lowest floor or bottom of the lowest horizontal structural member of the manufactured home, as applicable to the flood hazard area.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 304-4 or Section 304-5, as applicable, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

D. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to the Business and Professions Code and shall comply with the requirements of the Department of Housing and Community Development (HCD) and the requirements of these regulations. In addition to permits pursuant to these regulations, permits from the HCD are required where the HCD is the enforcement agency for installation of manufactured homes.

E. Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the enclosed area requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

F. Flood damage-resistant materials. Materials below elevated manufactured homes shall comply with the flood-damage resistant materials requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

13.92.050 Detached garages and accessory storage structures. Detached garages and accessory storage structures used only for parking or storage are permitted below the base flood elevation provided the garages and accessory storage structures:

- A. Are one story and not larger than 600 square feet in area when located in special flood hazard areas.
- B. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- C. Have flood openings in accordance with the building code.
- D. Have flood damage-resistant materials used below the base flood elevation.
- E. Have mechanical, plumbing and electrical

13.92.060-Standards for recreational vehicles.

All recreational vehicles placed on sites within zone A1-30, AH or AE on the community's flood insurance rate map will either:

- A. Be on the site for fewer than one hundred eighty consecutive days; or
- B. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site by no more than quick disconnect utilities and/or security device, and has no permanently attached additions; or

C. Meet the permit requirements of Section 13.88.010 and the elevation and anchoring requirements for manufactured homes in Section 13.92.040(A). (Ord. 2009-02 § 5, 2009; Ord. 98-8 § 29, 1998; Ord. 96-3 § 6, 1996)

13.92.070-Floodways.

Located within areas of special flood hazard established pursuant to Section 13.84.020 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Encroachments, including fill, new construction, substantial improvement and other new development within floodways is prohibited unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in the base flood elevation during the occurrence of the base flood discharge.

B. If the requirements of Section 13.92.060(A) are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of this Chapter 13.92. (Ord. 98-8 § 30, 1998)

Chapter 13.96 VARIANCE PROCEDURE

Sections:

13.96.010 Nature of variance.

13.96.020 Appeal board.

13.96.030 Conditions for variances.

13.96.040 Notice to applicant.

13.96.010 Nature of variance.

The variance criteria set forth in this chapter are based on the general principal of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this division would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the city to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

13.96.020 Appeal board.

A. Prior to granting a request for variance, the city shall consider all technical evaluations, all relevant factors, standards specified in other sections of this division, and the:

1. Danger that materials may be swept onto other lands to the injury of others;
2. Danger to life and property due to flooding or erosion damage;

3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in time of flood for ordinary and emergency vehicles;
10. Expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

B. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Tulare County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

C. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

13.96.030 Conditions for variance.

A. Generally, variances may be issued for new construction, substantial improvements, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Chapters 13.88 and

13.92 of this division have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of historic structures (as defined in Chapter 13.80 of this division) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. Minimum necessary means to afford relief with a minimum of deviation from the requirements of this division. For example, in the case of variances to an elevation requirement, this means the city need not grant permission for the applicant to build at grade, or even to whatever elevation the application proposes, but only to that elevation which the city believes will both provide relief and preserve the integrity of the local ordinance.

E. Variances shall only be issued upon a:

1. Showing of good and sufficient cause;
2. Determination that failure to grant the variance would result in exceptional hardship (as defined in Chapter 13.80 of this division) to the applicant; and

3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (as defined in Chapter 13.80 of this division, see “Public safety and nuisance”), cause fraud or victimization (as defined in Chapter 13.80 of this division) of the public, or conflict with existing local laws or ordinances.

F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use; provided, that the provisions of subsection (A) of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

G. Upon consideration of the factors of the purpose of this chapter, the city may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

H. Agricultural structures. A variance is authorized to be issued for the construction or substantial improvement of agricultural structures that are not elevated or dry floodproofed, provided the requirements of this section are satisfied and:

1. A determination has been made that the proposed agricultural structure:
 - a. Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - b. Has low damage potential.
 - c. Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water reactive materials.
 - d. Complies with the wet floodproofing construction requirements of Section 107-8(2), below.
2. Wet floodproofing construction requirements.
 - a. Anchored to resist flotation, collapse, and lateral movement.

- b. When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.
- c. Flood damage-resistant materials are used below the base flood elevation.
- d. Mechanical, electrical, and utility equipment are elevated above the base flood elevation.

13.96.040 Notice to applicant.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- A.** The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
- B.** Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the Office of the Tulare County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land. (Ord. 2009-02 § 6, 2009: Ord. 96-3 § 7 (Exh. B (part)), 1996: Ord. 649 § 1 (part), 1982)

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DINUBA AMENDING AND REORGANIZING TITLE 13 SECTION 76 THROUGH 96 OF THE DINUBA MUNICIPAL CODE PERTAINING TO FLOODPLAIN MANAGEMENT REGULATIONS

THE CITY COUNCIL OF THE CITY OF DINUBA HEREBY DOES ORDAIN:

SECTION 1. FINDINGS.

1. The City of Dinuba administers a municipal code, including regulations pertaining to floodplain management regulations.
2. The Municipal Code includes Section 13.76 et seq (Floodplain Management Regulations).
3. The purpose statement of the City of Dinuba's Floodplain Management Regulations state: "It is the purpose of this division to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designated:
 - A. To protect human life and health;
 - B. To minimize expenditure of public money for costly flood control projects;
 - C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - D. To minimize prolonged business interruptions;
 - E. To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
 - F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
 - G. To insure that potential buyers are aware that property is in an area of flood hazard; and
 - H. To insure that those who occupy the areas of flood hazard assume responsibility for their actions.

SECTION 2. Amendments were made to Title 13, Chapter 76 of the Dinuba Municipal Code pertaining to Floodplain Management Regulations. Sections are also being reorganized according to this ordinance. Text additions are shown in **bold underline** format. Text deletions are shown in ~~strikeout~~ format.

SECTION 3. SEVERABILITY.

Each of the provisions of this ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this ordinance is for any reason held by a court of

competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. PUBLICATION OF ORDINANCE.

Pursuant to Section 2.12.F of the Charter for the City of Dinuba, the City Clerk is hereby directed to cause a summary of this Ordinance to be published within 20 days following such adoption, in a newspaper of general circulation in the City or, if there is no newspaper of general circulation in the City, by posting in three public places. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted for a period of 30 days in the office of the City Clerk after the meeting at which the ordinance is adopted and then be made available upon request.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Launer, Mayor of the City of Dinuba

ATTEST:

Maria Alaniz, Interim City Clerk

Chapter 13.76
FLOOD DAMAGE PREVENTION

Sections:

13.76.05 Statutory authorization.

13.76.06 Findings of fact.

13.76.010 Purpose.

13.76.020 Methods of reducing flood losses.

13.76.030 Applicability.

13.76.05 Statutory authorization.

The legislature of the state of California has in Government Code Sections 65302, 65560 and 65800 conferred upon local government units authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council of City of Dinuba does hereby adopt the following floodplain management regulations. (Ord. 2003-12 § I (part), 2003)

13.76.06 Findings of fact.

A. The flood hazard areas of the City of Dinuba are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards, which increase flood heights and velocities, also contribute to the flood loss. (Ord. 2003-12 § 1 (part), 2003)

13.76.010 Purpose.

It is the purpose of this division to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designated:

A. To protect human life and health;

- B.** To minimize expenditure of public money for costly flood control projects;
- C.** To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D.** To minimize prolonged business interruptions;
- E.** To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F.** To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G.** To insure that potential buyers are aware that property is in an area of flood hazard; and
- H.** To insure that those who occupy the areas of flood hazard assume responsibility for their actions. (Ord. 98- 8 § 2, 1998; Ord. 649 § 1 (part), 1982)

13.76.020 Methods of reducing flood losses.

In order to accomplish its purpose, this division includes methods and provisions for:

- A.** Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B.** Requiring that uses vulnerable to floods, including facilities which service such uses, be protected against flood damage at the time of initial construction;
- C.** Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D.** Controlling, filling, grading and other development which may increase flood damage; and
- E.** Preventing or regulating the constructing of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas. (Ord. 988 § 3, 1998; Ord. 649 § 1 (part), 1982)

13.76.030 Applicability.

These regulations, in conjunction with the building codes, provide minimum requirements for development located in flood hazard areas, including the subdivision of land; filling, grading and other site improvements; installation of utilities; installation, placement and replacement of manufactured homes; placement of recreational vehicles; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; certain building work exempt from permit under the building codes; and flood control projects.

Chapter 13.80 DEFINITIONS

Sections:

13.80.010 Definition interpretation.

13.80.020 Accessory Structure.

13.80.030 Agricultural Structure.

13.80.040 Accessory use.

13.80.050 Alluvial fan.

13.80.060 Alteration of a watercourse.

13.80.070 Apex.

13.80.080 Appeal.

13.80.090 Area of shallow flooding.

13.80.100 Area of special hazard.

13.80.110 ASCE 24.

13.80.120 Base flood.

13.80.130 Basement.

13.80.140 Building.

13.80.150 Building code.

13.80.160 Design flood.

13.80.170 Design flood elevation.

- 13.80.180. Development.
- 13.80.190 Encroachment.
- 13.80.200 Existing manufactured home park or subdivision.
- 13.80.210 Expansion to an existing manufactured home park or subdivision.
- 13.80.220 Flood, flooding or flood water.
- 13.80.230 Flood boundary and floodway map (FBFM).
- 13.80.240 Flood damage-resistant materials.**
- 13.80.250 Flood hazard area.**
- 13.80.260 Flood hazard boundary map.
- 13.80.270 Flood insurance rate map (FIRM).
- 13.80.280 Flood insurance study.
- 13.80.290 Floodplain or flood-prone area
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13.80.010 Definition interpretation.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this division its most reasonable application. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.020 Accessory Structure

“Accessory Structure” means a structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

13.80.030 Agricultural Structure

“Agricultural Structure” means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

13.80.040 Accessory use.

“Accessory use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.050 Alluvial fan.

“Alluvial fan” means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.060 Alteration of a watercourse

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

13.80.070 Apex.

“Apex” means the point of highest elevation on an alluvial fan, which on undisturbed fans is generally the point where the major stream that formed the fan emerges from the mountain front. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.080 Appeal.

“Appeal” means a request for review of the floodplain administrator’s interpretation of any provision of this division. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.090 Area of shallow flooding.

“Area of shallow flooding” means a designated AO or AH zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet, a clearly defined channel does not exist, the path of flooding is unpredictable and indeterminate, and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.100 Area of special hazard.

See “Special flood hazard area.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.110 ASCE 24

“ASCE 24” means the standard *Flood Resistant Design and Construction*, referenced by the building code, developed and published by the American Society of Civil Engineers, Reston, VA. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the building code.

13.80.120 Base flood.

“Base flood” means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the one hundred year flood). Base flood is the term used throughout this chapter. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.130 Basement.

“Basement” means any area of the building having its floor subgrade, i.e., below ground level on all sides. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.140 Building.

See “Structure.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.150 Building Code

“Building code” means California Code of Regulations Title 24, the *California Building Standards Code*, the family of building codes specifically adopted by the State of California and composed of:

- (1) Part 2, applicable to buildings and structures other than dwellings within the scope of this part.**
- (2) Part 2.5, applicable to one- and two-family dwellings and townhouses not more than three**

stories, and accessory structures.

(3) Part 10, applicable to existing buildings (as defined in that code).

(4) Other specified codes.

13.80.160 Development.

“Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.170 Design flood.

“Design flood” means the flood associated with the greater of the following two areas: [Also defined in CCR Title 24 Part 2.]

(1) Area with a flood plain subject to a 1-percent or greater chance of flooding in any year.

(2) Area designated as a flood hazard area on a community’s flood hazard map, or otherwise legally designated.

13.80.180 Design flood elevation.

“Design flood elevation” means the elevation of the “design flood,” including wave height, relative to the datum specified on the community’s legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building’s perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet (610 mm). [Also defined in CCR Title 24 Part 2.]

13.80.190 Encroachment.

“Encroachment” means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain. (Ord. 96- 3 § 1 (Exh. A (part)), 1996)

13.80.200 Existing manufactured home park or subdivision.

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.210 Expansion to an existing manufactured home park or subdivision.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites

by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.220 Flood, flooding or flood water.

“Flood, flooding or flood water” means:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source, and/or mudslides (i.e., mudflows). (See “Mudslides”); and

B. The condition resulting from flood-related erosion. (See “Flood-related erosion.”) (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.230 Flood boundary and floodway map (FBFM).

“Flood boundary and floodway map (FBFM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.240 Flood damage-resistant materials.

“Flood damage-resistant materials” means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in CCR Title 24 Part 2.]

13.80.250 Flood hazard area.

“Flood hazard area” means the greater of the following two areas: [Also defined in CCR Title 24 Part 2.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.**
- (2) The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.**

13.80.260 Flood hazard boundary map.

“Flood hazard boundary map” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated the area of flood hazards. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.270 Flood insurance rate map (FIRM).

“Flood insurance rate map (FIRM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.280 Flood insurance study.

“Flood insurance study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.290 Floodplain or flood-prone area.

“Floodplain or flood-prone area” means any land area susceptible to being inundated by water from any source. (See “Flooding.”) (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.300 Floodplain administrator.

“Floodplain administrator” means the individual appointed to administer and enforce the floodplain management regulations. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.310 Floodplain management.

“Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.320 Floodplain management regulations.

“Floodplain management regulations” means the ordinance codified in this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.330 Floodproofing.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary

facilities, structures, and their contents. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.340 Floodway.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “regulatory floodway.” (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.350 Floodway encroachment line.

“Floodway encroachment line” means the lines marking the limits of floodways on federal, state and local floodplain maps. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.360 Floodway fringe.

“Floodway fringe” means that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.370 Fraud and victimization.

“Fraud and victimization” as related to Section 13.80.660, Variance, of this chapter means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.380 Functionally dependent use.

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.390 Governing body.

“Governing body” means the local governing unit, i.e., county or municipality, that is empowered to adopt and

implement regulations to provide for the public health, safety and general welfare of its citizenry. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.400 Hardship.

“Hardship” as related to Section 13.96.030(E) of this division means the exceptional hardship that would result from a failure to grant the requested variance. The city requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one’s neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended. (Ord. 96-3 § I (Exh. A (part)), 1996)

13.80.410 Highest adjacent grade.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.420 Historic structure.

“Historic structure” means any structure that is:

- A.** Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B.** Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C.** Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D.** Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states with approved programs. (Ord. 96-3 § I

(Exh. A (part)), 1996)

13.80.430 Letter of map change (LOMC).

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.**
- (2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.**
- (3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.**
- (4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.**

13.80.440 Levee.

“Levee” means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.450 Levee system.

“Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closures and drainage devices, which are constructed and operated in accord with sound engineering practices. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.460 Lowest floor.

“Lowest floor” means the lowest floor enclosed area including a basement (see “Basement” definition of this chapter).

A. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to the applicable non elevation design requirements of this Division 3 of Title 13, including but not limited to:

1. The wet floodproofing standard in Section 13.92.010(C)(4);
2. The anchoring standards in Section 13.92.010;
3. The construction materials and methods standards in Section 13.92.010.

B. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (See "Basement" definition of this chapter). This prohibition includes below-grade garages and storage areas. (Ord. 98-8 § 11, 1998)

13.80.470 Manufactured home.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a recreational vehicle. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.480 Manufactured home park or subdivision.

"Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.490 Market value.

Market value shall be determined by estimating the cost to replace the structure in new condition and adjusting that cost by the amount of depreciation, which has accrued since the structure was constructed. The cost of replacement of the structure shall be based on a square foot cost factor determined reference to a building cost estimating guide recognized by the building construction industry. The amount of depreciation shall be determined by taking into account the age and physical deterioration of the structure and functional obsolescence as approved by the flood plain administrator, but shall not include economic or other forms of external obsolescence. Use of replacement costs or accrued depreciation factors different from those contained in recognized building cost estimating guides may be considered only if such factors are included in a report prepared by an independent appraiser and supported by a written

explanation of the differences. (Ord. 2003-12
§ 1 (part), 2003)

13.80.500 Mean sea level.

“Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s flood insurance rate map are referenced. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.510 New construction.

“New construction” for floodplain management purposes, means structures for which the start of construction commenced on or after the effective date of floodplain management regulations adopted by the community, and includes any subsequent improvements to such structures. (Ord. 96-3 § I (Exh. A (part)), 1996).

13.80.520 New manufactured home park or subdivision.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.530 Obstruction.

“Obstruction” means and includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.540 One hundred year flood or 100-year flood.

See “Base flood.” (Ord. 96-3 § I (Exh. A (part)), 1996)

13.80.550 Permit for floodplain development.

“Permit for floodplain development” means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specified

development activities that are located in flood hazard areas and that are determined to be compliant with these regulations.

13.80.560 Principal structure.

“Principal structure” means a structure used for the principal use of the property as distinguished from an accessory use. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.570 Public safety and nuisance.

“Public safety and nuisance,” as related to Section 13.96.030(E) of this division, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.580 Recreational vehicle.

“Recreational vehicle” means a vehicle which is:

- A. Built on a single chassis;
- B. Four hundred square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towable by a light duty truck; and
- D. Designated primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. (Ord. 98-8 § 15, 1998; Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.590 Regulatory floodway.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.600 Remedy a violation.

“Remedy of violation” means to bring the structure or other development into compliance with state or local floodplain regulations, or, if this is not possible to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other

development. (Ord. 2003-12 § 1 (part), 2003; Ord. 98-9 § 16, 1998)

13.80.610 Riverine.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. (Ord. 963 § I (Exh. A (part)), 1996)

13.80.620 Sheet flow area.

See “Area of shallow flooding.” (Ord. 96-3 § I (Exh. A (part)), 1996)

13.80.630 Special flood hazard area (SFHA).

“Special flood hazard area (SFHA)” means an area having special flood and/or mudslide (i.e., mudflow) hazards and shown on an FHBM or FIRM as zone A, AO, AIA30, AE, A99, AH, E, M. (Ord. 98-8 § I8, 1998)

13.80.640 Start of construction.

“Start of construction” means and includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garage or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.650 Structure.

“Structure” means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.660 Substantial damage.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the

structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.670 Substantial improvement.

“Substantial improvement” means any reconstruction, rehabilitation, addition, or other proposed new development of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a historic structure, provided that the alteration will not preclude the structure’s continued designation as a historic structure. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.680 Utility and miscellaneous group U.

“Utility and Miscellaneous Group U” means buildings and structures of an accessory character and miscellaneous structure not classified in any special occupancy, as described in the building code.

13.80.690 Violation.

“Violation” means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided. (Ord. 2003-12 § 1 (part), 2003: Ord. 98-8 § 20, 1998)

13.80.700 Variance.

“Variance” means a grant of relief from the requirements of this division which permits construction in a manner that would otherwise be prohibited by this division. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.710 Water surface elevation.

“Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of flood of various magnitudes and frequencies in the floodplains of coastal or riverine areas. (Ord. 96-3 § 1 (Exh. A (part)), 1996)

13.80.720 Watercourse.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur. (Ord. 96-3 § I (Exh. A (part)), 1996)

Chapter 13.84 GENERAL PROVISIONS

Sections:

- 13.84.010 Lands to which Division 3 of Title 13 applies.
- 13.84.020 Basis for establishing the areas of special flood hazard.
- 13.84.030 Compliance.
- 13.84.040 Abrogation and greater restrictions.
- 13.84.050 Interpretation.
- 13.84.060 Warning and disclaimer of liability.
- 13.84.070 Severability.

13.84.010 Lands to which Division 3 of Title 13 applies.

Division 3 of Title 13 shall apply to all areas of special flood hazards within the jurisdiction of the city.
(Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.84.020 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for the City of Dinuba, California dated May 3, 1982, with accompanying flood insurance rate maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated May 3, 1952, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the Dinuba city council by the floodplain administrator. The study, FIRMs and FBFMs are on file at the Development Services Department, 1088 E. Kamm Avenue, Dinuba CA 93618. (Ord. 2009-02 § 1, 2009; Ord. 98-8 § 21 (part), 1998; Ord. 96-3 § 2, 1996)

13.84.030 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of Division 3 of Title 13 and other applicable regulations. Violations of the

provisions of Division 3 of Title 13 by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor.

Nothing herein shall prevent the city from taking such lawful action as is necessary to prevent or remedy any violation. (Ord. 98-8

§ 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.84.040 Abrogation and greater restrictions.

Division 3 of Title 13 is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where Division 3 of Title 13 and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.84.050 Interpretation.

In the interpretation and application of Division 3 of Title 13 all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.84.060 Warning and disclaimer of liability.

The degree of flood protection required by Division 3 of Title 13 is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. Division 3 of Title 13 does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. Division 3 of Title 13 shall not create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on Division 3 of Title 13 or any administrative decision lawfully made thereunder. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.84.070 Severability.

Division 3 of Title 13 and the various parts thereof are declared to be severable. Should any section of Division 3 of Title 13 be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of Division 3 of Title 13 as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid. (Ord. 98-8 § 21 (part), 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

Chapter 13.88 ADMINISTRATION

Sections:

13.88.010 Establishment of development permit.

13.88.020 Inspections.

~~13.88.03020~~ Designation of the administrator.

~~13.88.04030~~ Duties and responsibilities.

~~13.88.05040~~ Documentation of floodplain development.

~~13.88.06050~~ Alteration of Water courses

~~13.88.07060~~ Map determinations.

~~13.88.07565~~ Remedy of violations.

~~13.88.08070~~ Maintenance of flood protection measures.

~~13.88.09080~~ Appeals.

13.88.010 Establishment of development permit.

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 13.84.020. Application for a development permit shall be made on forms furnished by the development services manager and may include, but not be limited to, plans in duplicate scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required.

A. Site plan, including but not limited to:

1. For all proposed structures, spot ground elevations at building corners and twenty feet or smaller intervals along the foundation footprint, or one foot contour elevations throughout the

building site;

2. Proposed locations of water supply, sanitary sewer, and utilities;
3. If available, the baseflood elevation from the Flood Insurance Study and/or Flood Insurance Rate Map; and
4. If applicable, the location of the regulatory floodway;.

B. Foundation design detail, including but not limited to:

1. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures;
2. For a crawl-space foundation, location and total net area of foundation openings as required in Section 13.92.010(C)(3) and FEMA Technical Bulletins 1-93 and 7-93; and
3. For foundations placed on fill, the location and height of fill, and requirements (compacted to ninety-five percent using the Standard Proctor Test method).

C. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 13.92.010(C)(2) and FEMA Technical Bulletin TB3-93;

D. All appropriate certifications listed in Section 13.88.040(D) and FEMA Technical Bulletin TB 3-93; and

E. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. (Ord. 2003-12 § 1 (part), 2003: Ord. 98-8 § 22, 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.88.020 Inspections.

Inspections, in general. Development for which a permit for floodplain development is required shall be subject to inspection. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

Inspections of development other than buildings and structures. The Floodplain Administrator shall make or cause to be made, inspections of all development other than buildings and structures that is

authorized by issuance of a permit for floodplain development under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine when development is undertaken without issuance of a permit.

Inspections of manufactured homes installations. The Floodplain Administrator shall make or cause to be made, inspections of installation and replacement of manufactured homes in flood hazard areas authorized by issuance of a permit for floodplain development under these regulations. Upon installation of a manufactured home and receipt of the elevation certification required in 13.92.040(B) of these regulations the Floodplain Administrator shall inspect the installation or have the installation inspected.

Buildings and structures. The Building Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit, in accordance with the building code:

- A. Lowest floor elevation. Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in the building code shall be prepared by a licensed land surveyor or registered civil engineer and submitted to the building official.
- B. Final inspection. Prior to the final inspection, certification of the elevation required in the building code shall be prepared by a licensed land surveyor or registered civil engineer and submitted to the building official.

~~13.88.03020~~ Designation of the administrator.

The director of public works and building official is appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions. (Ord. 649 § 1 (part), 1982)

~~13.88.04030~~ Duties and responsibilities.

Duties and responsibilities of the director of public works under this section shall include but are not necessarily limited to the following:

- A. Permit Review. The director shall review all development permit to determine:
 - 1. The permit requirements of this section have been satisfied;
 - 2. All other required state and federal permits have been obtained;
 - 3. The site is reasonably safe from flooding;
 - 4. The proposed development does not adversely affect the carrying capacity of areas where base

flood elevations have been determined but a floodway has not been designated. For the purposes of this section, “adversely affects” means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point; and

5. All letters of map revision (LOMRs) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the “start of construction” definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, “Answers to Questions About Substantially Damaged Buildings,” develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining “market value.”

2. Assure procedures are coordinated with other departments/divisions and implemented by community staff.

C. Review, Use and Development of Other Base Flood Data.

1. When base flood elevation data has not been provided in accordance with Section 13.84.020, the floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from federal or state agency, or other source, in order to administer Chapter 13.92. Any such information shall be submitted to the city of Dinuba for adoption; or

2. If no base flood information data is available from a federal or state agency or other source, then a base flood elevation shall be obtained using one of the two methods from the FEMA publication “Managing Floodplain Development in Approximate Zone A Areas—A Guide for Obtaining and Developing Base (100- year) Flood Elevations” dated July 1995 in order to administer Chapter 13.92.

a. Simplified Method.

i. One-hundred-year or base flood discharge shall be obtained using the appropriate

regression equation found in a U.S. Geological Survey publication, or discharge-drainage area method; and

ii. Base flood elevation shall be obtained using the Quick-2 computer program developed by FEMA; or

b. Detailed Method. The one-hundred-year or base flood discharge and the base shall be obtained using detailed methods identified in FEMA publication 265, published in July 1995 and titled: "Managing Floodplain Development in Approximate Zone A Areas—A Guide for Obtaining and Developing Base (100-year) Flood Elevations."

D. Notification of Other Agencies.

1. Alteration or Relocation of a Watercourse.

a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;

b. Submit evidence of such notification to the Federal Emergency Management Agency; and

c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.

2. Base flood elevation changes due to physical alterations:

a. Within six months of information becoming available or project completion, whichever comes first, the floodplain administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).

b. All LOMRs for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on

current data.

3. Changes in Corporate Boundaries. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits. (Ord. 2009-02 § 2, 2009; Ord. 2003-12 § 1 (part), 2003; Ord. 98-8 § 23, 1998)

13.88.05040 Documentation of floodplain development.

Obtain and maintain for public inspection and make available, as needed, the following:

- A. The certification required by Sections 13.92.010(C) and 13.92.040. (Ord. 2003-12 § 1 (part), 2003; Ord. 98-8 § 24, 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.88.06050 ~~Alteration of Water courses.~~

The director shall:

- A. Notify adjacent communities and the California Department of Water Resources prior to such alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration;
- B. Require that the flood-carrying capacity of the altered or relocated portion of said watercourse is maintained. (Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.88.07060 Map determinations.

The director shall make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard. Where there appears to be a conflict between a mapped boundary and actual field conditions, grade and baseflood elevations shall be used to determine the boundaries of the special flood hazard area. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 13.96. (Ord. 2003-12 § 1 (part), 2003; Ord. 649 § 1 (part), 1982)

13.88.07565 Remedy of violations.

The director of public works shall take action to remedy violations of the ordinance codified in this section as specified in Section 13.84.030. (Ord. 98-8 § 25, 1998)

13.88.08070 Maintenance of flood protection measures.

The maintenance of any and all flood protection measures, levees, dikes, dams or reservoirs will be required of the jurisdiction where such measures provide protection. If these measures are privately owned, an operation or maintenance plan will be required of the owner to be on file with the director. (Ord. 649 § 1 (part), 1982)

13.88.09080 Appeals.

The City Council of Dinuba, as the governing body of the city, shall hear and decide appeals by any party interested in an application made for a development permit under this chapter who is dissatisfied with the decision on that application made by the floodplain administrator or anyone acting in his name or on his behalf, particularly when such an appeal alleges that there was an error in any requirements, decision or determination by the floodplain administrator in the enforcement or administration of any of the provisions of this division. (Ord. 96-3 § 3, 1996)

Chapter 13.92
PROVISIONS FOR FLOOD HAZARD REDUCTION

Sections:

13.92.010 Requirements for buildings and structures in flood hazard areas. Standards of construction.

13.92.020 Standards for utilities.

13.92.030 Standards for subdivisions.

13.92.040 Standards for manufactured/mobile homes.

13.92.050 Standards for Detached garages and accessory storage structures.

13.92.060 Standards for recreational vehicles.

13.92.070 Floodways.

13.92.010 Requirements for buildings and structures in flood hazard areas. Standards of construction. Applications for building and structures within the scope of the building code that are proposed in flood hazard areas shall comply with the applicable requirements of the current edition of the building code and ASCE 24.

In all areas of special flood hazards, the following standards are required:

A. Anchoring.

1. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All manufactured homes shall meet the anchoring standards of Section 13.92.040.

B. Construction Materials and Methods.

1. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

2. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
3. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
4. Require within zones AH or AO adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing.

1. Residential property which is either newly constructed or substantially improved shall have the lowest floor, including the basement:

- a. In an AO zone, elevated ~~above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade, if no depth number is specified.~~ **in accordance with the current edition of the building code and ASCE 24.**
- b. In an A zone, elevated to or above the base flood elevation, ~~as determined by the City~~ **in accordance with the current edition of the building code and ASCE 24.**
- c. In all other zones, elevated ~~to or above the base flood elevation.~~ **in accordance with the current edition of the building code and ASCE 24.**

Upon completion of the structure, the elevation of the lowest floor (including the basement) shall be certified by a registered professional engineer or surveyor, or verified by the building inspection to the property elevated. Such certification or verification shall be provided to the director of public works.

2. Nonresidential construction shall either be elevated in conformance with subdivision (1) of this subsection, or together with attendant utility and sanitary facilities:
 - a. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the director of public works.
3. All new construction and substantial improvement with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing the entry and exit of floodwater. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or exceed the following minimum criteria:
- a. Have a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or
 - b. Be certified to comply with local floodproofing standards approved by the Federal Insurance Administration Federal Emergency Management Agency.
4. Manufactured homes shall also meet the standards in Section 13.92.040. (Ord. 98-8 § 26, 1998; Ord. 711 (part), 1988; Ord. 649 § I (part), 1982)

13.92.020 Standards for utilities.

- A. **All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.**

~~All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from systems into floodwaters.~~

- B. All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is

filled above the base flood, the final lowest floor and pad elevations shall be certified by a registered professional engineer or surveyor and shall be provided to the director of public works. The certified project engineer shall apply for and secure letters of map revision for all newly constructed homes in new subdivisions, including payment of FEMA fees.

C. All subdivision proposals and other proposed new developments shall include within such proposals base flood elevation data. (Ord. 98-8 § 27, 1998; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

D. Utility and Miscellaneous Group U. Utility and miscellaneous Group U includes buildings that are accessory in character and miscellaneous structures not classified in any specific occupancy in the building code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), greenhouses, livestock shelters, private garages, retaining walls, sheds, stables, and towers. In addition to the building code requirements for fire and life safety, the following shall apply to utility and miscellaneous Group U buildings and structures in flood hazard areas:

- (1) New construction and substantial improvement of such buildings and structures shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions of the design flood.
- (2) New construction and substantial improvement of such buildings and structures, when fully enclosed by walls, shall be elevated such that the lowest floor, including basement, is elevated to or above the design flood elevation in accordance with ASCE 24 or shall be dry floodproofed in accordance with ASCE 24.
- (3) Unless dry floodproofed, fully enclosed areas below the design flood elevation shall be constructed in accordance with ASCE 24 and limited to parking, storage, and building access.
- (4) When fully enclosed by walls, flood openings shall be installed in accordance with ASCE 24.
- (5) Flood damage-resistant materials shall be used below the design flood elevation.
- (6) Mechanical, plumbing and electrical systems, including plumbing fixtures, shall be built above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of the building code for wet locations.

13.92.030 Standards for subdivisions.

A. All new subdivisions proposals and other proposed development, including proposals for

manufactured home parks and subdivisions, greater than fifty lots or five acres, whichever is the lesser, shall:

1. Identify the special flood hazard areas (SFHA) and base flood elevations (BFE).
2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.
3. If the site is above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a letter of map revision based on fill (LOMR-F) to the floodplain administrator:
 - a. Lowest floor elevation.
 - b. Pad elevation.
 - c. Lowest adjacent grade.

B. All final subdivision plans will provide the elevation of proposed structure(s) and pads. If the site is filled above the base flood, the final pad elevation shall be certified by a registered professional engineer or surveyor and shall be provided to the director of the public works. The certified project engineers shall apply for and secure letters of map revision for all newly constructed homes in new subdivisions, including payment of FEMA fees.

C. All subdivision proposals shall be consistent with the need to minimize flood damage.

D. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

E. All subdivisions shall provide adequate drainage to reduce exposure to flood hazards.

F. New and replacement water supply systems to be designed to minimize or eliminate infiltration of floodwaters into the system shall be required within flood prone areas.

G. Adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures shall be required within zones AH and AO. (Ord. 2009-02 § 3, 2009; Ord. 96-3 § 4, 1996; Ord. 711 (part), 1988; Ord. 649 § 1 (part), 1982)

13.92.040 Standards for manufactured/mobile homes.

A. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred “substantial damage” as the result of a flood, shall:

1. Within zones A1-30, AH, and AE on the community’s flood insurance rate map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH or AE on the community’s flood insurance rate map that are not subject to the provisions of subsection (A) of this section, shall be elevated so that either:

1. The lowest floor of the manufactured home is at or above the base flood elevation; or
2. The manufactured home’s chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Upon completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the floodplain administrator. (Ord. 2009-02 § 4, 2009; Ord. 98-8 § 28, 1998; Ord. 96-3 § 5, 1996)

C. Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the lowest floor or bottom of the lowest horizontal structural member of the manufactured home, as applicable to the flood hazard area.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 304-4 or Section 304-5, as applicable, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

D. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to the Business and Professions Code and shall comply with the requirements of the Department of Housing and Community Development (HCD) and the requirements of these regulations. In addition to permits pursuant to these regulations, permits from the HCD are required where the HCD is the enforcement agency for installation of manufactured homes.

E. Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the enclosed area requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

F. Flood damage-resistant materials. Materials below elevated manufactured homes shall comply with the flood-damage resistant materials requirements of Section R322 of the residential code (CCR Title 24 Part 2.5).

13.92.050 Detached garages and accessory storage structures. Detached garages and accessory storage structures used only for parking or storage are permitted below the base flood elevation provided the garages and accessory storage structures:

- A. Are one story and not larger than 600 square feet in area when located in special flood hazard areas.
- B. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- C. Have flood openings in accordance with the building code.
- D. Have flood damage-resistant materials used below the base flood elevation.
- E. Have mechanical, plumbing and electrical

13.92.06050 Standards for recreational vehicles.

All recreational vehicles placed on sites within zone A1-30, AH or AE on the community's flood insurance rate map will either:

- A. Be on the site for fewer than one hundred eighty consecutive days; or
- B. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site by no more than quick disconnect utilities and/or security device, and has no permanently attached additions; or
- C. Meet the permit requirements of Section 13.88.010 and the elevation and anchoring requirements for manufactured homes in Section 13.92.040(A). (Ord. 2009-02 § 5, 2009; Ord. 98-8 § 29, 1998; Ord. 96-3 § 6, 1996)

13.92.07060 Floodways.

Located within areas of special flood hazard established pursuant to Section 13.84.020 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Encroachments, including fill, new construction, substantial improvement and other new development within floodways is prohibited unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in the base flood elevation during the occurrence of the base flood discharge.
- B. If the requirements of Section 13.92.060(A) are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of this Chapter 13.92. (Ord. 98-8 § 30, 1998)

Chapter 13.96 VARIANCE PROCEDURE

Sections:

- 13.96.010 Nature of variance.
- 13.96.020 Appeal board.
- 13.96.030 Conditions for variances.
- 13.96.040 Notice to applicant.

13.96.010 Nature of variance.

The variance criteria set forth in this chapter are based on the general principal of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this division would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the city to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

13.96.020 Appeal board.

A. Prior to granting a request for variance, the city shall consider all technical evaluations, all relevant factors, standards specified in other sections of this division, and the:

1. Danger that materials may be swept onto other lands to the injury of others;
2. Danger to life and property due to flooding or erosion damage;

3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in time of flood for ordinary and emergency vehicles;
10. Expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

B. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the office of the Tulare County recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

C. The floodplain administrator will maintain a record of all variance actions, including justification for their issuance and report such variances issued in its biennial report submitted to the Federal Insurance Administration, Federal Emergency Management Agency. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

13.96.030 Conditions for variance.

A. Generally, variances may be issued for new construction, substantial improvements, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Chapters 13.88 and

13.92 of this division have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of historic structures (as defined in Chapter 13.80 of this division) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. Minimum necessary means to afford relief with a minimum of deviation from the requirements of this division. For example, in the case of variances to an elevation requirement, this means the city need not grant permission for the applicant to build at grade, or even to whatever elevation the application proposes, but only to that elevation which the city believes will both provide relief and preserve the integrity of the local ordinance.

E. Variances shall only be issued upon a:

1. Showing of good and sufficient cause;
2. Determination that failure to grant the variance would result in exceptional hardship (as defined in Chapter 13.80 of this division) to the applicant; and

3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (as defined in Chapter 13.80 of this division, see “Public safety and nuisance”), cause fraud or victimization (as defined in Chapter 13.80 of this division) of the public, or conflict with existing local laws or ordinances.

F. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use; provided, that the provisions of subsection (A) of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

G. Upon consideration of the factors of the purpose of this chapter, the city may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. (Ord. 96-3 § 7 (Exh. B (part)), 1996)

H. **Agricultural structures. A variance is authorized to be issued for the construction or substantial improvement of agricultural structures that are not elevated or dry floodproofed, provided the requirements of this section are satisfied and:**

1. **A determination has been made that the proposed agricultural structure:**

- a. **Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.**
- b. **Has low damage potential.**
- c. **Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water reactive materials.**
- d. **Complies with the wet floodproofing construction requirements of Section 107-8(2), below.**

2. **Wet floodproofing construction requirements.**

- a. Anchored to resist flotation, collapse, and lateral movement.
- b. When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.
- c. Flood damage-resistant materials are used below the base flood elevation.
- d. Mechanical, electrical, and utility equipment are elevated above the base flood elevation.

13.96.040 Notice to applicant.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- A. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage; and
- B. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the floodplain administrator in the Office of the Tulare County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land. (Ord. 2009-02 § 6, 2009: Ord. 96-3 § 7 (Exh. B (part)), 1996: Ord. 649 § 1 (part), 1982)



City Council Staff Report

Department: FIRE SERVICES

October 11, 2022

To: Mayor and City Council

From: Jordan Webster, Fire Chief

Subject: Proclamation No. 2022-06 Dinuba Fire Station Centennial Celebration
(JorW)

RECOMMENDATION

Council to adopt Proclamation No. 2022-06 honoring the 100th year of continuous operation of the City of Dinuba Fire Station.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

ATTACHMENTS:

Attachment 'A' Dinuba Fire Station Centennial Proclamation

Whereas, The City of Dinuba Fire Station was constructed in 1922 and has reached its 100th year of continuous operation serving the citizens of Dinuba.

Whereas, In 1901 a devastating fire occurred burning most of downtown, almost destroying the entire Colony of Dinuba. In 1906 a Fire Department Committee was formed and ordered to establish a Volunteer Fire Department, acquire fire suppression equipment, and begin training.

Whereas, In 1909, the City of Dinuba Fire Department become official and the charter, "Certificate of Organization of Dinuba Fire Department" was recorded in Tulare County records.

Whereas, In 1922 the City of Dinuba constructed the Fire House, that housed the 1922 Stutz Fire Engine, 1915 Garford Hose Truck, and a staff of three full-time firefighters, and 25 volunteer firefighters. The fire station built in 1922 included sleeping quarters for 10 men, a kitchenette, dining room, club rooms, recreation rooms, showers, baths and lockers.

Whereas, In the 1970s the four additional engine bays were constructed to accommodate the larger modern equipment to provide the expanding services provided by the Dinuba Fire Department. In 2005 the interior of the station received an extensive remodel to accommodate the growth and changing needs of the fire department.

Whereas, The City of Dinuba Fire Station is one of the longest continuously operated fire stations in California.

Now, Therefore, Be it Resolved, That I, Linda Launer, Mayor of the City of Dinuba, do here by recognize the celebration of the 100th year of continuous operation of the City of Dinuba's fire station.

In Witness thereof, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 11th day of October, two-thousand-twenty-two.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 11, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Recognition of Delta Mosquito and Vector Control District 100-year Anniversary. (DJ)

RECOMMENDATION

Council to approve recognition of the 100-year anniversary of the Delta Mosquito and Vector Control District. (DJ)

EXECUTIVE SUMMARY

The Delta Mosquito and Vector Control District is celebrating its 100-year anniversary. The City Council wishes to honor the tireless efforts of the Delta Mosquito and Vector Control District in its fight to control mosquitos and the spread of illnesses in this City of Dinuba, and all of Tulare County.

OUTSTANDING ISSUES

None.

DISCUSSION

The Delta Mosquito and Vector Control District, founded in 1922, and is a special district charged with protecting the public from mosquito-borne diseases and mosquito nuisances. The District has worked tirelessly to protect northern Tulare County including Visalia, Dinuba, Exeter, Farmersville, Woodlake, Cutler, Orosi, and Ivanhoe from mosquito-born illnesses; and

The Delta Mosquito and Vector Control District has been committed to protecting the public's health from vector-borne diseases and discomfort by delivering exceptional services which preserve and enhance the quality of life and desirability of the area in order to make Tulare County a safe place to live, work, and raise a family for 100 years.

Staff recommends Council approve the recognition of the 100-year anniversary of the

Delta Mosquito and Vector Control District by formal recognition, which is attached herein as 'Attachment A.'

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Recognition of the 100-year anniversary of the Delta Mosquito and Vector Control District

CITY OF DINUBA

Recognition

Delta Mosquito & Vector Control District

WHEREAS, the Delta Mosquito and Vector Control District, founded in 1922, and is a special district charged with protecting the public from mosquito-borne diseases and mosquito nuisances.; and

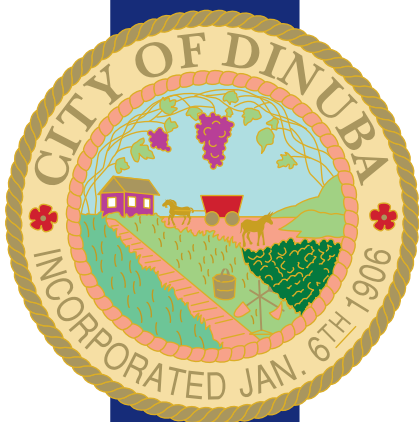
WHEREAS, the District has worked tirelessly to protect northern Tulare County including Visalia, Dinuba, Exeter, Farmersville, Woodlake, Cutler, Orosi, and Ivanhoe from mosquito-born illnesses; and

WHEREAS, the Delta Mosquito and Vector Control District is committed to protecting public health through mosquito control activities and mosquito-borne disease surveillance; and

WHEREAS, the Delta Mosquito and Vector Control District has been committed to protecting the public's health from vector-borne diseases and discomfort by delivering exceptional services which preserve and enhance the quality of life and desirability of the area in order to make Tulare County a safe place to live, work, and raise a family for 100 years and

NOW, THEREFORE, BE IT RESOLVED, that I, Linda Launer, Mayor of the City of Dinuba, do hereby recognize the efforts of the Delta Mosquito and Vector Control District in the fight to control mosquitos and the spread of illnesses in this City of Dinuba, and all of Tulare County.

IN WITNESS THEREOF, I have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this 5th day of April, two-thousand-twenty-two.



2022

Linda Launer, Mayor

Attest

Maria Alaniz, City Clerk



City Council Staff Report

Department: FINANCE SERVICES

October 11, 2022

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Maria Alaniz, City Clerk/Human Resources Director

Subject: Warrant Register September 30 & October 7, 2022 (KS)

RECOMMENDATION

Council to review and approve the Warrant Register as presented.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None required.

ATTACHMENTS:

WR 09.30.2022

WR 10.07.2022



Accounts Payable Invoice Report

Payment Date Range 09/24/22 - 09/30/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1776 - A&M Consulting Engineers									
INV11972021	A&M Consulting Eng Viscaya Park	Paid by Check #38349		08/22/2020	09/30/2022	09/30/2022		09/30/2022	450.00
Vendor 1776 - A&M Consulting Engineers Totals							Invoices	1	\$450.00
Vendor 548 - Adamson Police Products									
INV384295	PD - (4) Armory Rifles	Paid by Check #38350		09/13/2022	09/30/2022	09/30/2022		09/30/2022	7,336.38
INV384304	PD - Range/Armory Supplies	Paid by Check #38350		09/13/2022	09/30/2022	09/30/2022		09/30/2022	603.53
Vendor 548 - Adamson Police Products Totals							Invoices	2	\$7,939.91
Vendor 263 - Advantek Benefit Administrators									
09/16/2022	09/16/2022	Paid by Check #38351		09/16/2022	09/30/2022	09/30/2022		09/30/2022	8,354.90
09/23/2022	09/23/2022	Paid by Check #38351		09/23/2022	09/30/2022	09/30/2022		09/30/2022	65,791.80
Vendor 263 - Advantek Benefit Administrators Totals							Invoices	2	\$74,146.70
Vendor 351 - Anthem Blue Cross									
000669540E B	BILLING 07/01/2022 TO 08/01/2022	Paid by Check #38355		06/14/2022	09/30/2022	09/30/2022		09/30/2022	4.75
000252199550	TYLER 141A75193 10/01/22-10/31/22	Paid by Check #38354		09/07/2022	09/30/2022	09/30/2022		09/30/2022	250.99
000252222426	HARTLEY 925M97595 10/01/22-10/31/22	Paid by Check #38353		09/07/2022	09/30/2022	09/30/2022		09/30/2022	241.77
000690593E	BILLING 10/01/2022 TO 11/01/2022	Paid by Check #38352		09/14/2022	09/30/2022	09/30/2022		09/30/2022	576.18
Vendor 351 - Anthem Blue Cross Totals							Invoices	4	\$1,073.69
Vendor 21 - Aramark Uniform Services Inc.									
5031053075	Fy 22/23-Parks-Uniforms for week of 9/21/22	Paid by Check #38356		09/21/2022	09/30/2022	09/30/2022	09/23/2022	09/30/2022	48.76
Vendor 21 - Aramark Uniform Services Inc. Totals							Invoices	1	\$48.76
Vendor 323 - ASCAP									
500580703 2023	Fy 22/23-CS-License renewal	Paid by Check #38357		09/20/2022	09/30/2022	09/30/2022	09/19/2022	09/30/2022	407.25
Vendor 323 - ASCAP Totals							Invoices	1	\$407.25
Vendor 17 - AT&T									
93910544759/22	CS - Telephone 08/10/2022-09/09/2022	Paid by Check #38358		09/10/2022	09/30/2022	09/30/2022		09/30/2022	26.79
93910690129/22	Sportsplex - Telephone 08/10/2022-09/09/2022	Paid by Check #38360		09/10/2022	09/30/2022	09/30/2022		09/30/2022	72.94
93910547449/22	CS - Telephone 08/11/2022-09/10/2022	Paid by Check #38359		09/11/2022	09/30/2022	09/30/2022		09/30/2022	367.02
9391054469 09/22	PD - 08/11/2022 - 09/10/2022 Billing Charges	Paid by Check #38362		09/11/2022	09/30/2022	09/30/2022		09/30/2022	25.13
9391054740 09/22	PD - 08/11/2022 - 09/10/2022 Billing Charges	Paid by Check #38361		09/11/2022	09/30/2022	09/30/2022		09/30/2022	304.60



Accounts Payable Invoice Report

Payment Date Range 09/24/22 - 09/30/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 17 - AT&T Totals				Invoices			5		\$796.48
Vendor 116 - BSK Analytical Laboratories									
AF23478	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38363		09/15/2022	09/30/2022	09/30/2022		09/30/2022	112.00
AF23964	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38363		09/21/2022	09/30/2022	09/30/2022		09/30/2022	176.00
AF23061	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38363		09/22/2022	09/30/2022	09/30/2022		09/30/2022	132.00
AF23062	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38363		09/22/2022	09/30/2022	09/30/2022		09/30/2022	504.00
Vendor 116 - BSK Analytical Laboratories Totals				Invoices			4		\$924.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
18495	Split System Maintenance	Paid by Check #38364		08/30/2022	09/30/2022	09/30/2022		09/30/2022	190.00
Vendor 305 - Cartozian Air Conditioning and Heating Inc. Totals				Invoices			1		\$190.00
Vendor 1812 - Ruben Castaneda									
CPRS 09/2022	Fy 22/23-Sportsplex-CPRS Per diem Schl of Rec 9/28 & 9/29	Paid by Check #38365		09/27/2022	09/30/2022	09/30/2022	09/27/2022	09/30/2022	91.00
Vendor 1812 - Ruben Castaneda Totals				Invoices			1		\$91.00
Vendor 597 - Jason Chase									
Wax	Reimbursement	Paid by Check #38366		09/22/2022	09/30/2022	09/30/2022		09/30/2022	175.18
Vendor 597 - Jason Chase Totals				Invoices			1		\$175.18
Vendor 333 - Cintas Corporation No. 2									
4127275780	Contractual	Paid by Check #38367		08/03/2022	09/30/2022	09/30/2022		09/30/2022	96.85
4127275835	Contractual	Paid by Check #38367		08/03/2022	09/30/2022	09/30/2022		09/30/2022	225.59
4127275911	Contractual	Paid by Check #38367		08/03/2022	09/30/2022	09/30/2022		09/30/2022	234.18
4127416691	Contractual	Paid by Check #38367		08/04/2022	09/30/2022	09/30/2022		09/30/2022	124.35
4127416744	Contractual	Paid by Check #38367		08/04/2022	09/30/2022	09/30/2022		09/30/2022	142.56
4127416978	Contractual	Paid by Check #38367		08/04/2022	09/30/2022	09/30/2022		09/30/2022	767.57
4127988590	Contractual	Paid by Check #38367		08/10/2022	09/30/2022	09/30/2022		09/30/2022	21.16
4127988681	Contractual	Paid by Check #38367		08/10/2022	09/30/2022	09/30/2022		09/30/2022	235.66
4127988702	Contractual	Paid by Check #38367		08/10/2022	09/30/2022	09/30/2022		09/30/2022	244.39
4127988736	Contractual	Paid by Check #38367		08/10/2022	09/30/2022	09/30/2022		09/30/2022	92.08
4127988780	Contractual	Paid by Check #38367		08/10/2022	09/30/2022	09/30/2022		09/30/2022	214.84
4127988784	Contractual	Paid by Check #38367		08/10/2022	09/30/2022	09/30/2022		09/30/2022	81.52
4128111791	Contractual	Paid by Check #38367		08/11/2022	09/30/2022	09/30/2022		09/30/2022	124.35
4128111849	Contractual	Paid by Check #38367		08/11/2022	09/30/2022	09/30/2022		09/30/2022	142.56
4128111966	Contractual	Paid by Check #38367		08/11/2022	09/30/2022	09/30/2022		09/30/2022	631.58
4128640282	Contractual	Paid by Check #38367		08/17/2022	09/30/2022	09/30/2022		09/30/2022	225.59
4128640302	Contractual	Paid by Check #38367		08/17/2022	09/30/2022	09/30/2022		09/30/2022	92.08
4128640388	Contractual	Paid by Check #38367		08/17/2022	09/30/2022	09/30/2022		09/30/2022	214.84



Accounts Payable Invoice Report

Payment Date Range 09/24/22 - 09/30/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
4128797757	Contractual	Paid by Check #38367		08/18/2022	09/30/2022	09/30/2022		09/30/2022	124.35
4128797802	Contractual	Paid by Check #38367		08/18/2022	09/30/2022	09/30/2022		09/30/2022	144.85
4128798188	Contractual	Paid by Check #38367		08/18/2022	09/30/2022	09/30/2022		09/30/2022	761.33
4129329291	Contractual	Paid by Check #38367		08/24/2022	09/30/2022	09/30/2022		09/30/2022	244.39
4129329331	Contractual	Paid by Check #38367		08/24/2022	09/30/2022	09/30/2022		09/30/2022	21.16
4129329458	Contractual	Paid by Check #38367		08/24/2022	09/30/2022	09/30/2022		09/30/2022	179.45
4129329504	Contractual	Paid by Check #38367		08/24/2022	09/30/2022	09/30/2022		09/30/2022	81.52
4129329533	Contractual	Paid by Check #38367		08/24/2022	09/30/2022	09/30/2022		09/30/2022	92.62
4129329631	Contractual	Paid by Check #38367		08/24/2022	09/30/2022	09/30/2022		09/30/2022	215.03
4129470301	Contractual	Paid by Check #38367		08/25/2022	09/30/2022	09/30/2022		09/30/2022	145.20
4129470344	Contractual	Paid by Check #38367		08/25/2022	09/30/2022	09/30/2022		09/30/2022	124.35
4129470459	Contractual	Paid by Check #38367		08/25/2022	09/30/2022	09/30/2022		09/30/2022	631.58
4130018833	Contractual	Paid by Check #38367		08/27/2022	09/30/2022	09/30/2022		09/30/2022	225.59
4130018854	Contractual	Paid by Check #38367		08/27/2022	09/30/2022	09/30/2022		09/30/2022	116.18
4130019069	Contractual	Paid by Check #38367		08/27/2022	09/30/2022	09/30/2022		09/30/2022	234.18
Vendor 333 - Cintas Corporation No. 2 Totals							Invoices	33	\$7,253.53
Vendor 8 - City of Dinuba									
PD9232022	PD - Petty Cash Reimbursement	Paid by Check #38368		09/23/2022	09/30/2022	09/30/2022		09/30/2022	468.49
Vendor 8 - City of Dinuba Totals							Invoices	1	\$468.49
Vendor 127 - City of Visalia									
AR095510	PD - FY 22/23 Animal Shelter Annual Service	Paid by Check #38369		08/31/2022	09/30/2022	09/30/2022		09/30/2022	56,740.00
Vendor 127 - City of Visalia Totals							Invoices	1	\$56,740.00
Vendor 386 - Clean Tech Environmental, Inc.									
472837	USED MOTOR OIL DISPOSAL	Paid by Check #38370		09/12/2022	09/30/2022	09/30/2022		09/30/2022	142.45
473303	USED ANITFREEZE DISPOSAL	Paid by Check #38370		09/12/2022	09/30/2022	09/30/2022		09/30/2022	7.45
Vendor 386 - Clean Tech Environmental, Inc. Totals							Invoices	2	\$149.90
Vendor 232 - Courier Printing and Village Printer									
C26449	PD - Business Cards / Elizabeth Diaz	Paid by Check #38371		09/07/2022	09/30/2022	09/30/2022		09/30/2022	94.94
Vendor 232 - Courier Printing and Village Printer Totals							Invoices	1	\$94.94
Vendor 630 - Elizabeth Diaz									
RENO2022	PD - CLEARS Training - 10/03/2022 - 10/07/2022	Paid by Check #38372		09/07/2022	09/30/2022	09/30/2022		09/30/2022	142.00
Vendor 630 - Elizabeth Diaz Totals							Invoices	1	\$142.00
Vendor 23 - Entenmann-Rovin Co.									
0167193-IN	PD - Police Officer Dome Badge	Paid by Check #38443		07/19/2022	07/29/2022	07/29/2022		09/30/2022	84.85
Vendor 23 - Entenmann-Rovin Co. Totals							Invoices	1	\$84.85



Accounts Payable Invoice Report

Payment Date Range 09/24/22 - 09/30/22
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1862 - Environmental & Lubrication Solutions, Inc									
00000716	Fire Suppression	Paid by Check #38373		09/21/2022	09/30/2022	09/30/2022		09/30/2022	2,124.54
Vendor 1862 - Environmental & Lubrication Solutions, Inc Totals							Invoices	1	\$2,124.54
Vendor 16 - Ernest Packaging Solutions									
90608488	Fy 22/23-Parks-Janitorial supplies	Paid by Check #38374		08/02/2022	09/30/2022	09/30/2022	09/21/2022	09/30/2022	111.25
Vendor 16 - Ernest Packaging Solutions Totals							Invoices	1	\$111.25
Vendor 252 - Geil Enterprises, Inc.									
420330	PD - Entre Access Software Support / Oct - Dec 2022	Paid by Check #38375		10/01/2022	09/30/2022	09/30/2022		09/30/2022	90.00
Vendor 252 - Geil Enterprises, Inc. Totals							Invoices	1	\$90.00
Vendor 68 - Grainger Inc.									
9436912076	SAW BLADE FOR WATER DEPT	Paid by Check #38376		09/07/2022	09/30/2022	09/30/2022		09/30/2022	356.45
Vendor 68 - Grainger Inc. Totals							Invoices	1	\$356.45
Vendor 379 - Guardian EMS Products									
11266	Supplies	Paid by Check #38377		08/30/2022	09/30/2022	09/30/2022		09/30/2022	44.01
11348	Supplies	Paid by Check #38377		09/12/2022	09/30/2022	09/30/2022		09/30/2022	36.37
11412	Supplies	Paid by Check #38377		09/20/2022	09/30/2022	09/30/2022		09/30/2022	517.09
Vendor 379 - Guardian EMS Products Totals							Invoices	3	\$597.47
Vendor 1431 - Patricia Hartman									
09/23/2022	Anthem Reimb 10/01/2022-10/31/2022	Paid by Check #38378		09/23/2022	09/30/2022	09/30/2022		09/30/2022	92.00
Vendor 1431 - Patricia Hartman Totals							Invoices	1	\$92.00
Vendor 139 - Henry Schein Inc.									
25098665	Supplies	Paid by Check #38379		09/06/2022	09/30/2022	09/30/2022		09/30/2022	8.76
25152735	Supplies	Paid by Check #38379		09/07/2022	09/30/2022	09/30/2022		09/30/2022	72.22
25375021	Supplies	Paid by Check #38379		09/12/2022	09/30/2022	09/30/2022		09/30/2022	26.16
25475186	Supplies	Paid by Check #38379		09/14/2022	09/30/2022	09/30/2022		09/30/2022	17.36
Vendor 139 - Henry Schein Inc. Totals							Invoices	4	\$124.50
Vendor 208 - Interwest Consulting Group Inc.									
75148	PLAN CHECK-PROFESSIONAL SERVICES 12/6/21-1/12/2022	Paid by Check #38380		01/12/2022	09/30/2022	09/30/2022		09/30/2022	450.00
77100	PLAN CHECK- PROFESSIONAL SERVICES 12/8/21-1/19/2022	Paid by Check #38380		03/23/2022	09/30/2022	09/30/2022		09/30/2022	240.00
81440	PLAN CHECK AUG 1- AUG 31, 2022	Paid by Check #38380		09/15/2022	09/30/2022	09/30/2022		09/30/2022	625.00
Vendor 208 - Interwest Consulting Group Inc. Totals							Invoices	3	\$1,315.00
Vendor 928 - Intoximeters									



Accounts Payable Invoice Report

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Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
716029	PD - Intoximeters & Batteries & Repairs	Paid by Check #38381		09/13/2022	09/30/2022	09/30/2022		09/30/2022	664.15
Vendor 928 - Intoximeters Totals									\$664.15
Vendor 440 - Johnson Controls Security Solutions									
37886758	SECURITY SERVICES FOR WATER TOWER ON SIERRA	Paid by Check #38382		09/10/2022	09/30/2022	09/30/2022		09/30/2022	76.76
Vendor 440 - Johnson Controls Security Solutions Totals									\$76.76
Vendor 858 - Kiwanis Club of Dinuba									
Sponsor 2022	2022 Kiwanis Bilingual Club Cultural Awareness Event Sponsorship	Paid by Check #38383		09/26/2022	09/30/2022	09/30/2022		09/30/2022	1,000.00
Vendor 858 - Kiwanis Club of Dinuba Totals									\$1,000.00
Vendor 1368 - Elijah Luna									
CPRS 09/2022	Fy 22/23-Sports Programs-CPRS Per diem Schl of Rec 9/28 & 9/29	Paid by Check #38384		09/27/2022	09/30/2022	09/30/2022	09/27/2022	09/30/2022	91.00
Vendor 1368 - Elijah Luna Totals									\$91.00
Vendor 1108 - Master Pitching Machine, Inc.									
137424	Fy 22/23-Sportsplex-Baseballs/Softballs	Paid by Check #38385		09/08/2022	09/30/2022	09/30/2022	09/23/2022	09/30/2022	1,060.00
Vendor 1108 - Master Pitching Machine, Inc. Totals									\$1,060.00
Vendor 1797 - David Mendoza									
09/23/2022	Anthem Reimb 08/01/2022-08/31/2022	Paid by Check #38386		09/23/2022	09/30/2022	09/30/2022		09/30/2022	201.38
Vendor 1797 - David Mendoza Totals									\$201.38
Vendor 160 - Mid Valley Publishing Inc.									
0012466-2023	FY 22/23-CS-Supscption for Mid-Valley Times	Paid by Check #38387		08/24/2022	09/30/2022	09/30/2022	09/23/2022	09/30/2022	30.00
Vendor 160 - Mid Valley Publishing Inc. Totals									\$30.00
Vendor 589 - Rosa Montanez									
09/28/2022	Anthem Reimb 10/01/2022-10/31/2022	Paid by Check #38388		09/28/2022	09/30/2022	09/30/2022		09/30/2022	214.65
Vendor 589 - Rosa Montanez Totals									\$214.65
Vendor 22 - Moore Twining Associates Inc.									
2376418	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #38389		09/20/2022	09/30/2022	09/30/2022		09/30/2022	226.00
2376419	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38389		09/20/2022	09/30/2022	09/30/2022		09/30/2022	88.00
2376448	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38389		09/21/2022	09/30/2022	09/30/2022		09/30/2022	88.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 22 - Moore Twining Associates Inc. Totals						Invoices	3		\$402.00
Vendor 899 - NBS									
202209-2119	Professional Services 10/01/22-12/31/22	Paid by Check #38390		09/20/2022	09/30/2022	09/30/2022		09/30/2022	1,255.37
Vendor 899 - NBS Totals						Invoices	1		\$1,255.37
Vendor 142 - Office Depot BSD									
264846088002	break room supplies	Paid by Check #38391		09/22/2022	09/30/2022	09/30/2022		09/30/2022	28.38
256554930001	PD - Supplies	Paid by Check #38391		08/03/2022	09/30/2022	09/30/2022		09/30/2022	105.87
260985111001	PD - Supplies	Paid by Check #38391		09/08/2022	09/30/2022	09/30/2022		09/30/2022	54.24
261134893001	PD - Supplies	Paid by Check #38391		09/09/2022	09/30/2022	09/30/2022		09/30/2022	136.22
263625159001	PD - Invoice #260985111001 Return	Paid by Check #38391		09/09/2022	09/30/2022	09/30/2022		09/30/2022	(54.24)
267321951001	PD - Supplies	Paid by Check #38391		09/15/2022	09/30/2022	09/30/2022		09/30/2022	189.44
267326292001	PD - Supplies	Paid by Check #38391		09/15/2022	09/30/2022	09/30/2022		09/30/2022	29.73
266898370001	Office Supplies - Office Depot	Paid by Check #38391		09/13/2022	09/30/2022	09/30/2022		09/30/2022	178.78
267038621001	BOOKS FOR WATER METER INFO SLIPS	Paid by Check #38391		09/13/2022	09/30/2022	09/30/2022		09/30/2022	268.27
265765918001	Office Depot Supplies	Paid by Check #38391		09/14/2022	09/30/2022	09/30/2022		09/30/2022	135.74
265765919001	Office Depot	Paid by Check #38391		09/14/2022	09/30/2022	09/30/2022		09/30/2022	19.69
Vendor 142 - Office Depot BSD Totals						Invoices	11		\$1,092.12
Vendor 1708 - James Olvera									
09/26/2022	Anthem Reimb 10/01/2022-10/31/2022	Paid by Check #38392		09/26/2022	09/30/2022	09/30/2022		09/30/2022	141.91
Vendor 1708 - James Olvera Totals						Invoices	1		\$141.91
Vendor 1773 - Pace Supply Corp.									
197798820-1	WATER DEPT SUPPLIES	Paid by Check #38393		09/09/2022	09/30/2022	09/30/2022		09/30/2022	3,911.01
197952183-1	WATER DEPT SUPPLIES	Paid by Check #38393		09/09/2022	09/30/2022	09/30/2022		09/30/2022	3,238.20
197954544-1	WATER DEPT SUPPLIES	Paid by Check #38393		09/14/2022	09/30/2022	09/30/2022		09/30/2022	2,406.20
197952183-2	WATER DEPT SUPPLIES	Paid by Check #38393		09/19/2022	09/30/2022	09/30/2022		09/30/2022	107.42
Vendor 1773 - Pace Supply Corp. Totals						Invoices	4		\$9,662.83
Vendor 76 - Pacific Gas & Electric									
250971736429/22	L & M ALLEY @ FRESNO ST 0809/22-09/07/22	Paid by Check #38412		09/08/2022	09/30/2022	09/30/2022		09/30/2022	54.70
316657841909/22	3007 W KAMM AVE 08/18/2022-09/18/2022	Paid by Check #38399		09/19/2022	09/30/2022	09/30/2022		09/30/2022	107.90
155771097459/22	Parks 1851 E KAMM AVE 08/11/2022-09/11/2022	Paid by Check #38394		09/13/2022	09/30/2022	09/30/2022		09/30/2022	2,303.18
831902407279/22	Parks SW SW 16-16-24 08/11/2022-09/11/2022	Paid by Check #38396		09/13/2022	09/30/2022	09/30/2022		09/30/2022	27.45



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432339024699/22	L & L CITRUS HEIGHTS VENTURA AND O 08/17/2022-09/15/2022	Paid by Check #38395		09/15/2022	09/30/2022	09/30/2022		09/30/2022	67.42
901837373539/22	L & L DUNMORE HOMES VISCAYA 1 AT SAGINA 08/17/2022-09/15/2022	Paid by Check #38397		09/15/2022	09/30/2022	09/30/2022		09/30/2022	986.52
919617675889/22	L & L SIERRA WAY AND BUENA VISTA AVE 08/17/2022-09/15/2022	Paid by Check #38398		09/15/2022	09/30/2022	09/30/2022		09/30/2022	84.92
687037607749/22	PD - 08/09/2022 - 09/07/2022 Billing Charges	Paid by Check #38405		09/08/2022	09/30/2022	09/30/2022		09/30/2022	24.72
568305450699/22	PD - 08/09/2022 - 09/07/2022 Billing Charges	Paid by Check #38404		09/09/2022	09/30/2022	09/30/2022		09/30/2022	7,493.55
640299064989/22	PD - 08/18/2022 - 09/18/2022 Billing Charges	Paid by Check #38403		09/19/2022	09/30/2022	09/30/2022		09/30/2022	33.32
447571605189/22	180 W Merced STE A	Paid by Check #38400		09/08/2022	09/30/2022	09/30/2022		09/30/2022	1,375.87
768101241989/22	180 W Merced STE C	Paid by Check #38401		09/08/2022	09/30/2022	09/30/2022		09/30/2022	142.14
975086523739/22	180 W Merced STE B	Paid by Check #38402		09/08/2022	09/30/2022	09/30/2022		09/30/2022	245.71
156188827229/22	PW - 08/13/22-09/13/22	Paid by Check #38406		09/14/2022	09/30/2022	09/30/2022		09/30/2022	139.04
338077954239/22	2007 N CRAWFORD AVE 08/12/22-09/12/22	Paid by Check #38407		09/14/2022	09/30/2022	09/30/2022		09/30/2022	800.21
640799572509/22	PW - 08/15/22-09/13/22	Paid by Check #38408		09/15/2022	09/30/2022	09/30/2022		09/30/2022	5,844.22
917922255339/22	PW - 08/17/22-09/15/22	Paid by Check #38410		09/15/2022	09/30/2022	09/30/2022		09/30/2022	896.02
954874984799/22	ALTA & NEBRASKA AVE 08/13/22-09/13/22	Paid by Check #38411		09/15/2022	09/30/2022	09/30/2022		09/30/2022	94.68
886695643259/22	NW SE SW 18 16 24 08/18/22-09/18/22	Paid by Check #38409		09/19/2022	09/30/2022	09/30/2022		09/30/2022	31.68
			Vendor 76 - Pacific Gas & Electric Totals				Invoices	19	\$20,753.25
Vendor 254 - Patton Air Conditioning									
152381	08/09, 08/10, 08/17/2022 Vocational Center Boiler Annual service	Paid by Check #38413		09/20/2022	09/30/2022	09/30/2022		09/30/2022	3,640.10
			Vendor 254 - Patton Air Conditioning Totals				Invoices	1	\$3,640.10
Vendor 7 - Pena's Disposal Services									
684040	Fy 22/23-Pasrks-Disposal service for Vuich Park	Paid by Check #38414		09/19/2022	09/30/2022	09/30/2022	09/20/2022	09/30/2022	619.76
684047	Cust No. 01-153360	Paid by Check #38414		09/19/2022	09/30/2022	09/30/2022		09/30/2022	1,573.86
			Vendor 7 - Pena's Disposal Services Totals				Invoices	2	\$2,193.62
Vendor 1677 - Rodeo Wild West									
065711	BOOT ALLOWANCE - JESUS TORRES 1ST FY 2223	Paid by Check #38415		09/22/2022	09/30/2022	09/30/2022		09/30/2022	199.64
			Vendor 1677 - Rodeo Wild West Totals				Invoices	1	\$199.64
Vendor 1089 - Sam Carbis Solutions Group LLC									



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CI-048649	Ladder	Paid by Check #38416		09/15/2022	09/30/2022	09/30/2022			2,583.91
Vendor 1089 - Sam Carbis Solutions Group LLC Totals						Invoices	1		\$2,583.91
Vendor 1863 - Sabrina Scheer									
ACLS	Reimbursement	Paid by Check #38417		09/26/2022	09/30/2022	09/30/2022		09/30/2022	151.00
Vendor 1863 - Sabrina Scheer Totals						Invoices	1		\$151.00
Vendor 46 - Self Help Enterprises									
BA-16	CDBG-CV2-3 BA GENERAL ADMIN & IMPLEMENTATION COST	Paid by Check #38418		09/22/2022	09/30/2022	09/30/2022		09/30/2022	767.80
SUB-16	CDBG-CV2-3 SUB ASSISTANCE, GENERAL ADMIN & IMPLEMENTATION COST	Paid by Check #38418		09/22/2022	09/30/2022	09/30/2022		09/30/2022	47,929.66
Vendor 46 - Self Help Enterprises Totals						Invoices	2		\$48,697.46
Vendor 1137 - Sequoia Council									
1339 A-R	2022-23 Memberships	Paid by Check #38419		09/26/2022	09/30/2022	09/30/2022		09/30/2022	1,492.00
Vendor 1137 - Sequoia Council Totals						Invoices	1		\$1,492.00
Vendor 214 - Stericycle, Inc.									
3006177233	October 2022	Paid by Check #38420		10/01/2022	09/30/2022	09/30/2022		09/30/2022	142.53
Vendor 214 - Stericycle, Inc. Totals						Invoices	1		\$142.53
Vendor 740 - Stop Tech, Ltd.									
0026085-IN	PD - 9' Stop Stick Kits w/Tray	Paid by Check #38421		09/12/2022	09/30/2022	09/30/2022		09/30/2022	5,382.25
Vendor 740 - Stop Tech, Ltd. Totals						Invoices	1		\$5,382.25
Vendor 1447 - Monte Sylvester									
09/26/2022	Anthem Reimb 10/01/2022-10/31/2022	Paid by Check #38422		09/26/2022	09/30/2022	09/30/2022		09/30/2022	320.23
Vendor 1447 - Monte Sylvester Totals						Invoices	1		\$320.23
Vendor 163 - TAG/AMS Inc.									
2815022	URINE DRUG TEST - STEVE BARRON	Paid by Check #38423		09/14/2022	09/30/2022	09/30/2022		09/30/2022	95.00
Vendor 163 - TAG/AMS Inc. Totals						Invoices	1		\$95.00
Vendor 1564 - The Home Depot Pro									
706531985	CAN LINERS	Paid by Check #38424		09/13/2022	09/30/2022	09/30/2022		09/30/2022	381.81
706692811	CAN LINERS, FLOOR/CARPET SWEEPER	Paid by Check #38424		09/13/2022	09/30/2022	09/30/2022		09/30/2022	875.30
Vendor 1564 - The Home Depot Pro Totals						Invoices	2		\$1,257.11
Vendor 311 - Top Dog Training Center									
1601	PD - Maintenance Training / K9 Enzo	Paid by Check #38425		09/22/2022	09/30/2022	09/30/2022		09/30/2022	90.00



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Vendor 311 - Top Dog Training Center Totals				Invoices			1		\$90.00
Vendor 1633 - Toyota Industries Commercial Finance, Inc.									
4003603898	LITTER VACUUM LEASE PAYMENT	Paid by Check #38426		09/13/2022	09/30/2022	09/30/2022		09/30/2022	950.73
Vendor 1633 - Toyota Industries Commercial Finance, Inc. Totals				Invoices			1		\$950.73
Vendor 49 - Tulare County									
19312	Engraving, City Clerk, A Arroyo & Fiscal Analyst	Paid by Check #38427		08/25/2022	09/30/2022	09/30/2022		09/30/2022	32.33
09-15-2022	TCRTA Approved Financial Support FY 2022-2023	Paid by Check #38428		09/15/2022	09/30/2022	09/30/2022		09/30/2022	350,000.00
Vendor 49 - Tulare County Totals				Invoices			2		\$350,032.33
Vendor 1635 - Tuttle Tree Care & Maintenance									
220818	REMOVE AND STUMP GRIND MODESTO ASH HAUL AWAY DEBRI	Paid by Check #38429		08/18/2022	09/30/2022	09/30/2022		09/30/2022	4,025.00
Vendor 1635 - Tuttle Tree Care & Maintenance Totals				Invoices			1		\$4,025.00
Vendor 273 - US Bank									
482673191	PD - Copiers Lease	Paid by Check #38430		09/16/2022	09/30/2022	09/30/2022		09/30/2022	907.08
Vendor 273 - US Bank Totals				Invoices			1		\$907.08
Vendor 154 - USA Bluebook									
114038	WATER DEPT SUPPLIES	Paid by Check #38431		09/16/2022	09/30/2022	09/30/2022		09/30/2022	741.65
Vendor 154 - USA Bluebook Totals				Invoices			1		\$741.65
Vendor 354 - Verizon Wireless									
9915836788	CM 08/15/22 to 09/14/22	Paid by Check #38437		09/14/2022	09/30/2022	09/30/2022		09/30/2022	129.69
9915836787	Administration 08/15/22 to 09/14/22	Paid by Check #38438		09/14/2022	09/30/2022	09/30/2022		09/30/2022	127.14
9915737406	September 2022	Paid by Check #38434		09/12/2022	09/30/2022	09/30/2022		09/30/2022	336.23
9915836785	Fy 22/23-Dept cell phone	Paid by Check #38435		09/14/2022	09/30/2022	09/30/2022	09/23/2022	09/30/2022	1,179.49
9915447244	PD - 08/11/2022 - 09/10/2022	Paid by Check #38436		09/10/2022	09/30/2022	09/30/2022		09/30/2022	2,042.20
	Billing Charges								
9915269559	Acct# 972514922-00001	Paid by Check #38433		09/07/2022	09/30/2022	09/30/2022		09/30/2022	904.65
9915836784	PW ADMIN PHONE CHARGES	Paid by Check #38432		09/14/2022	09/30/2022	09/30/2022		09/30/2022	262.60
Vendor 354 - Verizon Wireless Totals				Invoices			7		\$4,982.00
Vendor 1444 - Video Inspection Specialists, Inc.									
8298	LIFT TATIONS	Paid by Check #38439		09/14/2022	09/30/2022	09/30/2022		09/30/2022	3,450.00
Vendor 1444 - Video Inspection Specialists, Inc. Totals				Invoices			1		\$3,450.00
Vendor 1615 - Lawrence R Wilder									
09/8/22	Appeals hearing-Fireworks	Paid by Check #38440		09/08/2022	09/30/2022	09/30/2022		09/30/2022	150.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor	1615 - Lawrence R Wilder	Totals			Invoices	1	\$150.00
Vendor 1280 - Willdan Engineering									
336730	PLAN CHECK	Paid by Check #38441		09/16/2022	09/30/2022	09/30/2022		09/30/2022	1,595.00
		Vendor	1280 - Willdan Engineering	Totals			Invoices	1	\$1,595.00
Vendor 209 - Zweigle Septic Service									
37546	PD - Hand-Wash Station	Paid by Check #38442		09/26/2022	09/30/2022	09/30/2022		09/30/2022	75.00
		Vendor	209 - Zweigle Septic Service	Totals			Invoices	1	\$75.00
		Grand Totals				Invoices	158		\$625,786.95



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 385 - 4 Creeks, Inc.									
25937	4 Creeks Entertainment Plaza	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	1,853.75
25939	4 Creeks WWTP Clarifier	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	7,537.70
25940	4 Creeks Comm Dev	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	5,233.00
25941	4 Creeks Kamm and Alta	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	2,160.00
25942	4 Creeks El monte sewer main Impr	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	1,626.25
25943	4 Creeks Gen Eng Services	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	16,383.16
25944	4 Creeks Well 21	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	435.00
25945	4 Creeks Building Official	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	9,100.00
25946	4 Creeks Encroachment Permit	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	4,683.40
25947	4 Creeks Subdivision Development	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	18,306.05
25948	4 Creeks S College RR Illumination	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	1,166.50
25949	4 Creeks Kamm and Alta Roundabout	Paid by Check #38444		09/13/2022	10/07/2022	10/07/2022		10/07/2022	10,771.28
26012	Alta Nebraska Roundabout	Paid by Check #38444		09/14/2022	10/07/2022	10/07/2022		10/07/2022	31,569.43
26013	4 Creeks CIP Eng support	Paid by Check #38444		09/14/2022	10/07/2022	10/07/2022		10/07/2022	34,269.50
Vendor 385 - 4 Creeks, Inc. Totals				Invoices			14		\$145,095.02
Vendor 1143 - AAA Quality Services, Inc.									
00328962	Fy 22/23-Parks-Portable potty rentals/clngs for Centennial park	Paid by Check #38445		09/24/2022	10/07/2022	10/07/2022	09/29/2022	10/07/2022	258.13
00328963	Fy 22/23-Parks-Potty rental/cleaning for Nebraska park	Paid by Check #38445		09/24/2022	10/07/2022	10/07/2022	09/29/2022	10/07/2022	280.13
Vendor 1143 - AAA Quality Services, Inc. Totals				Invoices			2		\$538.26
Vendor 263 - Advantek Benefit Administrators									
09/30/2022	09/30/2022	Paid by Check #38446		09/30/2022	10/07/2022	10/07/2022		10/07/2022	15,714.19
Vendor 263 - Advantek Benefit Administrators Totals				Invoices			1		\$15,714.19
Vendor 1720 - Agee Construction Corporation									
2108-002S	AGEE Barricades	Paid by Check #38447		09/26/2022	10/07/2022	10/07/2022		10/07/2022	14,869.46
07 21.08	Agee Construction Alta Nebraska Roundabout	Paid by Check #38447		09/27/2022	10/07/2022	10/07/2022		10/07/2022	839,830.05
Vendor 1720 - Agee Construction Corporation Totals				Invoices			2		\$854,699.51
Vendor 21 - Aramark Uniform Services Inc.									
5031057468	Fy 22/23-Parks-Uniforms for the week of 9/28/22	Paid by Check #38448		09/28/2022	10/07/2022	10/07/2022	09/30/2022	10/07/2022	50.86
Vendor 21 - Aramark Uniform Services Inc. Totals				Invoices			1		\$50.86
Vendor 17 - AT&T									
9391054736 09/22	PD - 08/20/2022 - 09/19/2022 Billing Charges	Paid by Check #38449		09/20/2022	10/07/2022	10/07/2022		10/07/2022	141.11



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			Vendor	17 - AT&T Totals		Invoices	1		\$141.11
Vendor 289 - AT&T Mobility LLC									
2872932128689/22	1088 E KAMM AVE 08/17/22-09/16/22	Paid by Check #38450		09/16/2022	10/07/2022	10/07/2022		10/07/2022	258.62
			Vendor	289 - AT&T Mobility LLC Totals		Invoices	1		\$258.62
Vendor 65 - Banner Pest Control									
207626	PD - Removal of Pigeons Downtown	Paid by Check #38451		09/02/2022	10/07/2022	10/07/2022		10/07/2022	75.00
207841	PD - Removal of Pigeons Downtown	Paid by Check #38451		09/21/2022	10/07/2022	10/07/2022		10/07/2022	75.00
			Vendor	65 - Banner Pest Control Totals		Invoices	2		\$150.00
Vendor 195 - Battery Systems Inc.									
7955528	REPAIR PART(S) T 32	Paid by Check #38452		09/22/2022	10/07/2022	10/07/2022		10/07/2022	2,771.87
			Vendor	195 - Battery Systems Inc. Totals		Invoices	1		\$2,771.87
Vendor 822 - Boundtree Medical LLC									
84700674	Supplies	Paid by Check #38453		09/27/2022	10/07/2022	10/07/2022		10/07/2022	264.76
84702660	Supplies	Paid by Check #38453		09/28/2022	10/07/2022	10/07/2022		10/07/2022	177.10
			Vendor	822 - Boundtree Medical LLC Totals		Invoices	2		\$441.86
Vendor 116 - BSK Analytical Laboratories									
AF23254	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38454		09/27/2022	10/07/2022	10/07/2022		10/07/2022	176.00
AF24502	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38454		09/27/2022	10/07/2022	10/07/2022		10/07/2022	126.50
AF24503	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38454		09/27/2022	10/07/2022	10/07/2022		10/07/2022	22.00
AF24504	WATER SAMPLE TESTING - WATER DEPT	Paid by Check #38454		09/27/2022	10/07/2022	10/07/2022		10/07/2022	176.00
			Vendor	116 - BSK Analytical Laboratories Totals		Invoices	4		\$500.50
Vendor 1620 - Central Valley Forensic Nursing Specialists									
1422	PD - Exam Fees / DF2203166 & DF2203308	Paid by Check #38455		09/30/2022	10/07/2022	10/07/2022		10/07/2022	2,400.00
			Vendor	1620 - Central Valley Forensic Nursing Specialists Totals		Invoices	1		\$2,400.00
Vendor 1811 - Clark Bros., INC									
3	Clark Bros WWTP Improvements Clarifier	Paid by Check #38456		09/30/2022	10/07/2022	10/07/2022		10/07/2022	331,118.70
			Vendor	1811 - Clark Bros., INC Totals		Invoices	1		\$331,118.70
Vendor 170 - Comcast									
0191269 07/22/22	201 N URUAPAN WAY 07/27/22 TO 08/26/22	Paid by Check #38458		07/22/2022	10/07/2022	10/07/2022		10/07/2022	290.34



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0002177 07/27/22	1390 E ELIZABETH WAY 08/01/2022-08/31/2022	Paid by Check #38460		07/27/2022	10/07/2022	10/07/2022		10/07/2022	100.19
0002177 08/27/22	1390 E ELIZABETH WAY 09/01/2022-09/30/2022	Paid by Check #38461		08/27/2022	10/07/2022	10/07/2022		10/07/2022	100.20
0191269 09/22/22	201 N URUAPAN WAY 09/27/22 TO 10/26/22	Paid by Check #38457		09/22/2022	10/07/2022	10/07/2022		10/07/2022	312.40
0002177 09/27/22	1390 E ELIZABETH WAY 10/01/2022-10/31/2022	Paid by Check #38462		09/27/2022	10/07/2022	10/07/2022		10/07/2022	92.08
0136611 09262022	PD - 10/01/2022 - 10/31/2022 Billing Charges	Paid by Check #38459		09/26/2022	10/07/2022	10/07/2022		10/07/2022	44.90
			Vendor 170 - Comcast Totals			Invoices	6		\$940.11
Vendor 1576 - Creative Asphalt, Inc.									
7998	ASPHALT REPAIRS - 2072 E FRANZEN, 1835 S JOHNSON, 200 BLOCK NORT	Paid by Check #38463		09/26/2022	10/07/2022	10/07/2022		10/07/2022	3,708.00
7999	ASPHALT REPAIRS - 1390 E ELIZABETH, 1370 MAGNOLIA, 1350 SIERRA	Paid by Check #38463		09/26/2022	10/07/2022	10/07/2022		10/07/2022	3,708.00
			Vendor 1576 - Creative Asphalt, Inc. Totals			Invoices	2		\$7,416.00
Vendor 3 - Culligan Water									
186600	PORTABLE EXCHANGE TANK - PW	Paid by Check #38464		09/30/2022	10/07/2022	10/07/2022		10/07/2022	79.00
186952	PORTABLE EXCHANGE TANK, 1 HIC SERVICE, DI RENTAL - WWTP	Paid by Check #38464		09/30/2022	10/07/2022	10/07/2022		10/07/2022	76.00
			Vendor 3 - Culligan Water Totals			Invoices	2		\$155.00
Vendor 30 - Dinuba Chamber of Commerce									
Payment #1 22/23	July 2022 thru September 2022	Paid by Check #38465		10/05/2022	10/07/2022	10/07/2022		10/07/2022	103,700.06
			Vendor 30 - Dinuba Chamber of Commerce Totals			Invoices	1		\$103,700.06
Vendor 166 - Dinuba Glass LLC.									
28816	Delivery	Paid by Check #38466		09/26/2022	10/07/2022	10/07/2022		10/07/2022	80.00
			Vendor 166 - Dinuba Glass LLC. Totals			Invoices	1		\$80.00
Vendor 309 - Elbert Distributing									
22038010	OIL FOR SHOP	Paid by Check #38467		09/22/2022	10/07/2022	10/07/2022		10/07/2022	229.23
			Vendor 309 - Elbert Distributing Totals			Invoices	1		\$229.23
Vendor 16 - Ernest Packaging Solutions									
90634137	Fy 22/23-Parks-Janitorial supplies	Paid by Check #38468		09/23/2022	10/07/2022	10/07/2022	09/29/2022	10/07/2022	984.07
			Vendor 16 - Ernest Packaging Solutions Totals			Invoices	1		\$984.07
Vendor 36 - Ewing Irrigation Products									



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17796702	Fy 22/23-Parks-Pop-ups & rotators for irrigation	Paid by Check #38469		09/14/2022	10/07/2022	10/07/2022	09/23/2022	10/07/2022	1,217.21
17897503	Fy 22/23-Parks-Solenoid/rotators/battery cntrl/pop-ups	Paid by Check #38469		09/28/2022	10/07/2022	10/07/2022	10/03/2022	10/07/2022	1,608.02
Vendor 36 - Ewing Irrigation Products Totals									Invoices 2 \$2,825.23
Vendor 252 - Geil Enterprises, Inc.									
420310	FIRE ALARM MONITORING OCT - DEC 2022	Paid by Check #38470		10/01/2022	10/07/2022	10/07/2022		10/07/2022	270.00
420753	ALARM MONITORING OCT - DEC 2022	Paid by Check #38470		10/01/2022	10/07/2022	10/07/2022		10/07/2022	377.00
Vendor 252 - Geil Enterprises, Inc. Totals									Invoices 2 \$647.00
Vendor 106 - J's Communciation Inc.									
64308	PD - Radio Project Installation/Labor	Paid by Check #38471		10/04/2002	10/07/2022	10/07/2022		10/07/2022	10,948.45
Vendor 106 - J's Communciation Inc. Totals									Invoices 1 \$10,948.45
Vendor 1718 - JCL Company, LLC									
CEP29933730	FLEET TOOLS	Paid by Check #38472		09/22/2022	10/07/2022	10/07/2022		10/07/2022	95.81
CEP29933870	FLEET TOOLS	Paid by Check #38472		09/22/2022	10/07/2022	10/07/2022		10/07/2022	358.00
CEP30056750	FLEET TOOLS	Paid by Check #38472		09/27/2022	10/07/2022	10/07/2022		10/07/2022	455.70
Vendor 1718 - JCL Company, LLC Totals									Invoices 3 \$909.51
Vendor 5 - Jorgensen & Co.									
6027240	Fy 22/23-Parks-Training Class for staff	Paid by Check #38473		09/22/2022	10/07/2022	10/07/2022	09/29/2022	10/07/2022	1,035.00
6025340	ANNUAL FIRE EXT SERVICE - SENIOR CENTER	Paid by Check #38473		09/12/2022	10/07/2022	10/07/2022		10/07/2022	125.86
Vendor 5 - Jorgensen & Co. Totals									Invoices 2 \$1,160.86
Vendor 449 - Les Schwab Tire Centers of Central California									
55100292246	2 TIRES AND ALIGNMENT FOR PD 16	Paid by Check #38474		09/20/2022	10/07/2022	10/07/2022		10/07/2022	518.21
55100292969	ALIGNMENT FOR PD 18	Paid by Check #38474		09/28/2022	10/07/2022	10/07/2022		10/07/2022	129.99
Vendor 449 - Les Schwab Tire Centers of Central California Totals									Invoices 2 \$648.20
Vendor 682 - Jose Lopez									
CALBO Training	Per Diem 10/09/22-10/13/22	Paid by Check #38475		10/03/2022	10/07/2022	10/07/2022		10/07/2022	241.00
Vendor 682 - Jose Lopez Totals									Invoices 1 \$241.00
Vendor 1723 - Matson Alarm Co, Inc.									
3095477	City Hall 10/01/22-10/31/22	Paid by Check #38476		10/01/2022	10/07/2022	10/07/2022		10/07/2022	43.00
Vendor 1723 - Matson Alarm Co, Inc. Totals									Invoices 1 \$43.00



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Vendor 22 - Moore Twining Associates Inc.									
2376750	WATER SAMPLE TESTING WWTP - IN HOUSE	Paid by Check #38477		09/27/2022	10/07/2022	10/07/2022		10/07/2022	115.00
2376827	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38477		09/28/2022	10/07/2022	10/07/2022		10/07/2022	88.00
2376848	WATER SAMPLE TESTING WWTP - INDUSTRIAL	Paid by Check #38477		09/29/2022	10/07/2022	10/07/2022		10/07/2022	88.00
Vendor 22 - Moore Twining Associates Inc. Totals							Invoices	3	\$291.00
Vendor 88 - Municipal Maintenance Equipment Inc.									
0173547-IN	REPAIR PART(S) FOR T 20	Paid by Check #38478		09/07/2022	10/07/2022	10/07/2022		10/07/2022	340.93
Vendor 88 - Municipal Maintenance Equipment Inc. Totals							Invoices	1	\$340.93
Vendor 392 - O'Reilly Auto Parts									
3641-478541	Vehicles	Paid by Check #38479		08/29/2022	10/07/2022	10/07/2022		10/07/2022	25.76
3641-478542	Vehicles	Paid by Check #38479		08/29/2022	10/07/2022	10/07/2022		10/07/2022	25.76
3641-478681	Vehicles	Paid by Check #38479		08/30/2022	10/07/2022	10/07/2022		10/07/2022	3.68
3641-478838	Vehicles	Paid by Check #38479		08/31/2022	10/07/2022	10/07/2022		10/07/2022	209.00
3641-478892	Vehicles	Paid by Check #38479		08/31/2022	10/07/2022	10/07/2022		10/07/2022	8.13
3641-478897	Vehicles	Paid by Check #38479		08/31/2022	10/07/2022	10/07/2022		10/07/2022	8.29
3641-478933	Vehicles	Paid by Check #38479		08/31/2022	10/07/2022	10/07/2022		10/07/2022	23.74
3641-479222	Vehicles	Paid by Check #38479		09/02/2022	10/07/2022	10/07/2022		10/07/2022	34.48
3641-479336	Vehicles	Paid by Check #38479		09/02/2022	10/07/2022	10/07/2022		10/07/2022	933.10
3641-479921	Vehicles	Paid by Check #38479		09/06/2022	10/07/2022	10/07/2022		10/07/2022	15.18
3641-480010	Vehicles	Paid by Check #38479		09/06/2022	10/07/2022	10/07/2022		10/07/2022	(27.36)
3641-480084	Vehicles	Paid by Check #38479		09/07/2022	10/07/2022	10/07/2022		10/07/2022	196.15
3641-480093	Vehicles	Paid by Check #38479		09/07/2022	10/07/2022	10/07/2022		10/07/2022	(22.00)
3641-480168	Vehicles	Paid by Check #38479		09/07/2022	10/07/2022	10/07/2022		10/07/2022	(57.07)
3641-480353	Vehicles	Paid by Check #38479		09/08/2022	10/07/2022	10/07/2022		10/07/2022	34.48
3641-480572	Vehicles	Paid by Check #38479		09/09/2022	10/07/2022	10/07/2022		10/07/2022	11.92
3641-481098	Vehicles	Paid by Check #38479		09/12/2022	10/07/2022	10/07/2022		10/07/2022	31.50
3641-481147	Vehicles	Paid by Check #38479		09/12/2022	10/07/2022	10/07/2022		10/07/2022	38.93
3641-481437	Vehicles	Paid by Check #38479		09/14/2022	10/07/2022	10/07/2022		10/07/2022	6.50
3641-481438	Vehicles	Paid by Check #38479		09/14/2022	10/07/2022	10/07/2022		10/07/2022	31.50
3641-481442	Vehicles	Paid by Check #38479		09/14/2022	10/07/2022	10/07/2022		10/07/2022	9.07
3641-481469	Vehicles	Paid by Check #38479		09/14/2022	10/07/2022	10/07/2022		10/07/2022	5.74
3641-482846	Vehicles	Paid by Check #38479		09/21/2022	10/07/2022	10/07/2022		10/07/2022	169.90
EB11169171	Vehicles	Paid by Check #38479		09/21/2022	10/07/2022	10/07/2022		10/07/2022	(42.67)
3641-483194	Vehicles	Paid by Check #38479		09/23/2022	10/07/2022	10/07/2022		10/07/2022	273.08
3641-483277	Vehicles	Paid by Check #38479		09/23/2022	10/07/2022	10/07/2022		10/07/2022	45.92
3641-483780	Vehicles	Paid by Check #38479		09/26/2022	10/07/2022	10/07/2022		10/07/2022	7.52
3641-484056	Vehicles	Paid by Check #38479		09/28/2022	10/07/2022	10/07/2022		10/07/2022	31.50
Vendor 392 - O'Reilly Auto Parts Totals							Invoices	28	\$2,031.73



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Vendor 142 - Office Depot BSD									
267299411001	PD - TRASH BAGS, TOILET PAPER, TISSUES	Paid by Check #38480		09/15/2022	10/07/2022	10/07/2022		10/07/2022	278.83
Vendor 142 - Office Depot BSD Totals							Invoices	1	\$278.83
Vendor 1773 - Pace Supply Corp.									
198038858	WATER DEPT SUPPLIES	Paid by Check #38481		09/26/2022	10/07/2022	10/07/2022		10/07/2022	1,828.89
Vendor 1773 - Pace Supply Corp. Totals							Invoices	1	\$1,828.89
Vendor 76 - Pacific Gas & Electric									
900149822939/22	405 E El Monte Way 08/29/22-09/27/22	Paid by Check #38482		09/29/2022	10/07/2022	10/07/2022		10/07/2022	1,558.92
502221469099.22	L & L PARKSIDE VILLAGE PHASE I 08/23/22-09/21/22	Paid by Check #38483		09/21/2022	10/07/2022	10/07/2022		10/07/2022	224.70
091507817809/22	PW 08/17/22-09/15/22	Paid by Check #38484		09/15/2022	10/07/2022	10/07/2022		10/07/2022	1,353.96
723267973799/22	PW 08/17/2022-09/15/2022	Paid by Check #38488		09/15/2022	10/07/2022	10/07/2022		10/07/2022	14,941.61
674421567819/22	6675 AVE 412 08/18/22-09/18/22	Paid by Check #38487		09/20/2022	10/07/2022	10/07/2022		10/07/2022	4,719.97
361657103899/22	2099 W SIERRA WAY A 08/19/2022-09/19/2022	Paid by Check #38485		09/21/2022	10/07/2022	10/07/2022		10/07/2022	9,220.42
594966555039/22	6675 AVE 412 08/18/22-09/18/22	Paid by Check #38486		09/22/2022	10/07/2022	10/07/2022		10/07/2022	26.28
Vendor 76 - Pacific Gas & Electric Totals							Invoices	7	\$32,045.86
Vendor 366 - PBM Supply & Mfg., Inc									
964268	WWTP REPAIRS	Paid by Check #38489		09/27/2022	10/07/2022	10/07/2022		10/07/2022	370.82
Vendor 366 - PBM Supply & Mfg., Inc Totals							Invoices	1	\$370.82
Vendor 349 - RES COM Pest Control									
2056423	PD - WWTP Kennels Pest Control	Paid by Check #38490		09/22/2022	10/07/2022	10/07/2022		10/07/2022	48.00
Vendor 349 - RES COM Pest Control Totals							Invoices	1	\$48.00
Vendor 42 - Scout Specialties									
159233	FLEET SUPPLIES	Paid by Check #38491		09/15/2022	10/07/2022	10/07/2022		10/07/2022	511.79
159367	FLEET SUPPLIES	Paid by Check #38491		09/21/2022	10/07/2022	10/07/2022		10/07/2022	147.78
Vendor 42 - Scout Specialties Totals							Invoices	2	\$659.57
Vendor 1691 - Silver & Wright LLP									
30349	740 Harvard - Services for September 2022	Paid by Check #38492		10/01/2022	10/07/2022	10/07/2022		10/07/2022	1,862.40
Vendor 1691 - Silver & Wright LLP Totals							Invoices	1	\$1,862.40
Vendor 1859 - Simplot Grower Solutions, Simplot Partners, Simplot									
223012986	WWTP SUPPLIES	Paid by Check #38493		09/22/2022	10/07/2022	10/07/2022		10/07/2022	80.19
Vendor 1859 - Simplot Grower Solutions, Simplot Partners, Simplot Totals							Invoices	1	\$80.19
Vendor 141 - Sirchie Finger Print Labs									



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0561261-IN	PD - Evidence Supplies	Paid by Check #38494		09/22/2022	10/07/2022	10/07/2022		10/07/2022	205.81
0562605-IN	PD - Evidence Supplies	Paid by Check #38494		10/03/2022	10/07/2022	10/07/2022		10/07/2022	206.33
			Vendor	141 - Sirchie Finger Print Labs Totals			Invoices	2	\$412.14
Vendor 361 - SJVAPCD									
S165999	ANNUAL PERMIT - FACILITY ID S7016, 1088 E KAMM AVE, 22/23	Paid by Check #38495		10/01/2022	10/07/2022	10/07/2022		10/07/2022	723.00
S166012	ANNUAL PERMIT - FACILITY ID S7450, 2007 N CRAWFORD, 22/23	Paid by Check #38495		10/01/2022	10/07/2022	10/07/2022		10/07/2022	290.00
			Vendor	361 - SJVAPCD Totals			Invoices	2	\$1,013.00
Vendor 1564 - The Home Depot Pro									
697294635	TOILET PAPER, LINERS - INVENTORY	Paid by Check #38496		07/21/2022	10/07/2022	10/07/2022		10/07/2022	2,061.33
697294643	INV-GLASS CLNR, HND SOAP, LINERS, DISINFECTANT, FILTERS, PRO VAC	Paid by Check #38496		07/21/2022	10/07/2022	10/07/2022		10/07/2022	1,690.28
708252515	INV - ANTIBACTERIAL FOAM	Paid by Check #38496		09/22/2022	10/07/2022	10/07/2022		10/07/2022	114.75
			Vendor	1564 - The Home Depot Pro Totals			Invoices	3	\$3,866.36
Vendor 261 - TK Elevator Corp.									
3006872288	Votech 10/01/2022 TO 12/31/2022	Paid by Check #38497		10/01/2022	10/07/2022	10/07/2022		10/07/2022	557.93
			Vendor	261 - TK Elevator Corp. Totals			Invoices	1	\$557.93
Vendor 329 - Townsend Public Affairs									
18972	CONSULTING OCTOBER 2022	Paid by Check #38498		10/01/2022	10/07/2022	10/07/2022		10/07/2022	5,000.00
			Vendor	329 - Townsend Public Affairs Totals			Invoices	1	\$5,000.00
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
22-10-07	October 2022	Paid by Check #38499		09/30/2022	10/07/2022	10/07/2022		10/07/2022	6,414.84
			Vendor	307 - Tulare County Consolidated Ambulance Dispatch, Inc Totals			Invoices	1	\$6,414.84
Vendor 273 - US Bank									
483197208	Copier Lease 09/20/2022-10/20/2022	Paid by Check #38501		09/26/2022	10/07/2022	10/07/2022		10/07/2022	2,761.67
483197125	ACCT# 530029 - PW COPIER CHARGES	Paid by Check #38500		09/26/2022	10/07/2022	10/07/2022		10/07/2022	1,657.08
			Vendor	273 - US Bank Totals			Invoices	2	\$4,418.75
Vendor 154 - USA Bluebook									
117152	WATER DEPT SUPPLIES	Paid by Check #38502		09/20/2022	10/07/2022	10/07/2022		10/07/2022	410.60
121290	WATER DEPT SUPPLIES	Paid by Check #38502		09/24/2022	10/07/2022	10/07/2022		10/07/2022	44.12
			Vendor	154 - USA Bluebook Totals			Invoices	2	\$454.72



City Council Staff Report

Department: PUBLIC WORKS

October 11, 2022

To: Mayor and City Council

From: Ismael Hernandez, Public Works Director

By: George Avila, Business Manager

Subject: Resolution No. 2022-57 Authorizing the El Monte Village Mobile Home Park Water Service Consolidation Project (IH)

RECOMMENDATION

Council adopt Resolution No. 2022-57 authorizing the Public Works Director to enter into a funding agreement with the State Water Resources Control Board for the El Monte Village Mobile Home Park Water Service Consolidation Project.

EXECUTIVE SUMMARY

The El Monte Village Mobile Home Park operates an independent public water system that services 47 connections serving approximately 100 people. The state deemed the Village's water system in violation of primary drinking water standards in April 2020 due to the presence of DBCP. The state mandated that the deficiency be resolved no later than April 2023. Given the park's proximity to the City of Dinuba's water system, the state and city staff agreed that the best way to address the violation is to transfer all 47 connections to the City's water system. The state has committed to funding all associated costs through the Safe and Affordable Fund for Equity and Resilience (SAFER) Program.

OUTSTANDING ISSUES

None.

DISCUSSION

The El Monte Village Mobile Home Park is located at 6676 Avenue 416 in Dinuba. One single well with 47 unmetered service connections provide drinking water to the approximately 100 people that live in the mobile home park. On April 17, 2020 the mobile home park received a compliance order from the State of California indicating that their water supply contained dibromochloropropane (DBCP) in excess

of maximum contaminant levels. Pursuant to the California Health and Safety Code, all public water systems must comply with primary drinking water standards. The notice identified April 17, 2023 as the deadline to remedy the referenced violation.

The State's Water Resources Control Board supports water partnerships such as physical consolidations because small public water systems are often less resilient to natural disasters, have more difficulty adjusting to regulatory changes, and usually struggle to fund infrastructure maintenance and replacement due to poor economies of scale and lack of staff. In fact, water partnerships are a component of the Safe and Affordable Fund for Equity and Resilience (SAFER) program. The SAFER program is a set of tools designed to ensure that all Californians gain access to safe and affordable drinking water.

Upon discussions with the mobile home park's management group and State representatives it appears that the most cost effective and feasible way to address the water quality problem is to connect all mobile home park customers to the City of Dinuba's water system. This will ensure that the residents of the mobile home park will have "at all times, safe, wholesome, healthful, and potable" water as directed by the compliance order they received.

This connection can be performed by City staff and all expenses for time and materials will be funded by the State. The expense is estimated at approximately \$12,328. Additionally, the City will collect impact fees to offset the cost of providing service to an additional 47 connections. The total impact fees due would be \$48,692. Once connected, the 47 connections will become City water utility customers and will be billed monthly for service like any other existing customer. The State has also indicated that there's a potential for the City to receive additional incentives for its willingness to consolidate water systems and ensure that this disadvantaged community has access to a reliable water source.

Resolution No. 2022-57, attached herein as Attachment 'A', is required by the State and formalizes the City Council's authorization to enter into a funding agreement with the Water Resources Control Board and it also designates the Public Works Director as the project representative. The funding agreement will be prepared by the state and reviewed separately.

FISCAL IMPACT

The cost of connecting the mobile village to the City's water system including payment of development impact fees will be paid for by the State totaling approximately \$61,020.

PUBLIC HEARING

None.

ATTACHMENTS:

A. Resolution Number 2022-57

RESOLUTION NO. 2022-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA AUTHORIZING ENTERING INTO A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD AND AUTHORIZING AND DESIGNATING A REPRESENTATIVE FOR THE EL MONTE VILLAGE MOBILE HOME PARK CONSOLIDATION PROJECT

WHEREAS, the City of Dinuba has submitted an application to the State Water Resources Control Board for funding for the El Monte Village Mobile Home Park Consolidation Project (Project); and

WHEREAS, prior to the State Water Resources Control Board's executing a funding agreement, the City of Dinuba is required to adopt resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for reimbursement on behalf of the City of Dinuba, and to carry out other necessary Project-related activities;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City of Dinuba is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project; and

BE IT FURTHER RESOLVED AND ORDERED, that the Public Works Director or designee, is hereby authorized and designated to sign, for and on behalf of the City of Dinuba, the funding agreement for the Project and any amendments thereto; and

BE IT FURTHER RESOLVED AND ORDERED, that the Public Works Director or designee, is hereby authorized and designated to represent the City of Dinuba in carrying out the City of Dinuba's responsibilities under the funding agreement, including approving and signing invoices and requests for reimbursement of Project costs.

BE IT FURTHER RESOLVED AND ORDERED, that any and all actions, whether previously or subsequently taken by City of Dinuba, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

PASSED AND ADOPTED this ____ day of _____, 20____ by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 11, 2022

To: Mayor and City Council

From: Daniel James, Assistant City Manager

Subject: Authorization to Execute Professional Services Agreement with Tripepi Smith for Graphic Design and Rebranding Services (DJ)

RECOMMENDATION

Council to approve a professional services agreement with Tripepi Smith for Graphic Design and Rebranding Services in an amount not to exceed \$30,000.

EXECUTIVE SUMMARY

Staff is proposing to retain Tripepi Smith to rebrand the City's logo and establish a set of graphic standards for all city-wide branding and design elements. The firm was selected following a request for proposals from several design firms.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Dinuba logo was last revised over 30 years ago, and the City currently does not have graphic standards for all city-wide branding. Since the time when the current logo was designed, many changes in the way organizational branding is utilized have occurred. Today the digital world of websites and social media have replaced older media formats such as print, which require organizations to adapt to new ways of branding.

With this in mind, staff has identified the need to create a new set of graphic standards which can be used to create a more professional and consistent brand for the City of Dinuba. These designs elements include a revised and modern City logo, color and typeface standards, digital (online) and print standards, and possibly other standards for design elements such as uniforms, vehicle branding, signage, and others. To achieve this goal, staff requested proposals from several reputable design

firms. Three proposals were received and evaluated and Tripepi Smith was selected as the firm which is best suited to help reach these goals. Tripepi Smith is a full-service marketing and creative services firm. The firm delivers content and design tailored for local government, public agencies, nonprofits and private companies, and staff feels that the firm will do an excellent job assisting the City of Dinuba to reach it's goals.

Staff has prepared a professional services agreement, which is attached herein as 'Attachment A', which includes the Tripepi Smith proposal and scope-of-work which is attached as 'Exhibit A' to the agreement. Staff recommends Council approve a professional services agreement in an amount not to exceed \$30,000 with Tripepi Smith for Graphic Design and Rebranding Services.

FISCAL IMPACT

The project was funded as part of the American Rescue Plan Act spending plan. Estimated project costs not to exceed \$30,000.

PUBLIC HEARING

None required.

ATTACHMENTS:

A. Professional Services Agreement - Tripepi Smith

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), is made and entered into this 11th day of October, 2022 (the "Effective Date"), by and between the City of Dinuba, a California municipal corporation (the "City") and Tripepi Smith, a California corporation (the "Consultant"). The City and the Consultant are collectively referred to herein as "Parties" or individually referred to as a "Party."

RECITALS

CITY has determined that it requires the following professional services from a consultant:

A. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

DEFINITIONS

A. "Scope of Services": Such professional services as are set forth on 'Exhibit A' of the Request for Qualifications attached hereto and incorporated herein by this reference.

B. "Commencement Date": Date of execution of the agreement.

C. "Expiration Date": Upon Completion of the Scope of Work

CONSULTANT RESPONSIBILITIES

For the remuneration stipulated herein, City hereby engages Consultant to provide the professional services described within the "Scope of Services", attached hereto as Exhibit "A", and made a part hereof by this reference.

COMPENSATION

During the Term, as defined herein, City shall pay Consultant the fee and expenses described within the "Scope of Services", attached hereto as Exhibit "A". Said compensation shall be considered full and complete reimbursement for all of Consultant's costs associated with the services provided hereunder. Consultant shall be paid in accordance with the City's standard accounts payable system.

NAMED PERSONNEL

Consultant commits the personnel listed within the Scope of Services, attached hereto as Exhibit "A" for the duration of the Term.

TERM

The term of this Agreement shall commence as of the Effective Date and shall continue to be in effect unless terminated by either Party for a period not to exceed the project timeline as outlined in the "Scope of Work", unless extended by the Parties as described herein (the "Term"). This Agreement may be terminated at any time by thirty (30) days' written notice by either Party. This Agreement shall remain in force and effect unless mutually amended. The Term may be extended with the written consent of both Parties.

RELEASE OF NEWS INFORMATION

No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of City's Agreement Administrator

CONFIDENTIALITY OF REPORTS

Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder and that City designates as confidential. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of City.

CITY SUPPORT

City shall provide Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to City.

INDEPENDENT CONTRACTOR

Consultant shall perform the services as contained herein as an independent contractor and shall not be considered an employee of City or under City supervision or control. This Agreement is by and between Consultant and City, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between City and Consultant.

CONFLICT OF INTEREST

Consultant represents, warrants and agrees that *it* does not presently have, nor will it acquire during the Term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent [1%] or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with City. Upon execution of this Agreement and during its Term, as appropriate, Consultant shall upon written request, disclose in writing to City any other contractual or employment arrangement from which it receives compensation. Consultant agrees not to accept any employment during the Term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between City's interests and the interests of third parties.

10. SUCCESSOR AND ASSIGNMENT

The services as contained herein are to be rendered by Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of City

INDEMNIFICATION

Consultant agrees to indemnify, defend (upon request by City) and save harmless City, its elected and appointed officials, officers, agents and employees from and against any liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Consultant's operations, or its services, acts and/or omissions hereunder, including any workers' compensation suit, liability or expense, arising from or connected with the services performed by or on behalf of Consultant by any person pursuant to this Agreement.

INSURANCE

Without limiting Consultant's indemnification of City, Consultant shall procure and maintain at all times during the Term of this Agreement, a program of insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by Consultant, its officers, representatives, agents or employees. Consultant acknowledges that Section 3700 of the California Labor Code requires all employers to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code Section. Consultant assures City that it will comply with the provisions of Section 3700 of the California Labor Code prior to commencing any work hereunder. Further, prior to commencement of work pursuant to this Agreement, Consultant, including any subcontractor (if any), shall obtain all insurance required hereunder from a company or companies acceptable to City's Risk Manager, who shall be the City Manager or designee.

Minimum Limits on Insurance

Consultant shall maintain limits of no less than:

General Liability: One-million dollars (\$1 million) per occurrence and two-million dollars (\$2 million) aggregate for bodily injury, personal injury and property damage for products/completed operations and any other activities undertaken by Consultant pursuant to this Agreement. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to Consultant's services rendered pursuant to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: One-Million dollars (\$1 million) per occurrence, combined single limit for bodily injury, death and property damage insuring against liability arising out of the use of any vehicle, including, owned, leased, hired or borrowed and non-owned and employee non-ownership vehicles.

Workers' Compensation and Employer's Liability insurance that meets the statutory requirements of

the State of California. Professional Liability: One-million dollars (\$1 million) per claims made and two-million dollars (\$2 million) aggregate insuring against any liability arising out of professional errors and/or omissions ("malpractice").

Modifications to the above noted minimum insurance limits may only occur upon concurrence of both Parties to this Agreement, confirmed in writing by Consultant and City's Risk Manager.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless the City's Risk Manager approves, in writing, insurers with a lower A.M. Best rating.

Verification of Coverage

Consultant shall furnish the City's Risk Manager with certificates and amendatory endorsements effecting coverage required by this Agreement.

Failure to Provide or Maintain Insurance

Failure on the part of Consultant to procure or maintain required insurance shall constitute a material breach of this Agreement upon which City may immediately terminate this Agreement.

NON-DISCRIMINATION

In the performance of this Agreement and in the hiring and recruitment of employees, Consultant shall not engage in, nor permit its officers, employees or agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, mental or physical disability, medical condition, marital status, sexual gender or sexual orientation, or any other status protected by law, except as permitted pursuant to Section 12940 of the California Government Code.

COMPLIANCE WITH LAWS

The Parties agree to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of this Agreement.

SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

INTERPRETATION

No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both Parties hereto.

DISPUTES - ATTORNEY'S FEES -APPLICABLE LAW -- VENUE

If either Party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing Party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, including fees incurred by a Party for use of in-house counsel. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that venue for such litigation shall be the Superior Court of the State of California located in the County in which the City is located.

WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

NOTICE

Notices herein shall be presented in person or by certified or registered U.S. mail, as follows:

City of Dinuba

Dinuba City Hall
405 East El Monte Way
Dinuba, CA 93618
p: (559) 591-5900
Attn: Luis Patlan, City Manager

To Consultant: Tripepi Smith

PO Box 52152
Irvine, CA 92619
Attn: Kevin Bostwick, Principal

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service. Either Party may at any time change the address at which they are to receive notices by providing notice to the other Party.

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by the City Manager, or designees, in accordance with the provisions of this Agreement (the "City's Agreement Administrator"). The City's Agreement Administrator shall have the authority to issue interpretations or waive provisions to this Agreement on behalf of the City.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the retention of Consultant by City and contains all the covenants and agreements between the Parties with respect to such retention.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Commencement Date.

CITY:

City of Dinuba

CONSULTANT:

Tripepi Smith

Luis Patlan, City Manager

_____, Princip

EXHIBIT 'A'



TRIPEPI SMITH
marketing • technology • public affairs

Proposal submitted for:

CITY OF DINUBA Logo Redesign



Submitted: September 26, 2021

By: Kevin Bostwick

Art Director, Tripepi Smith

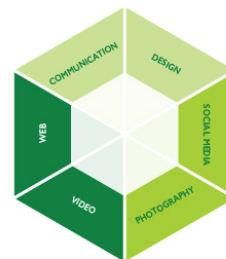
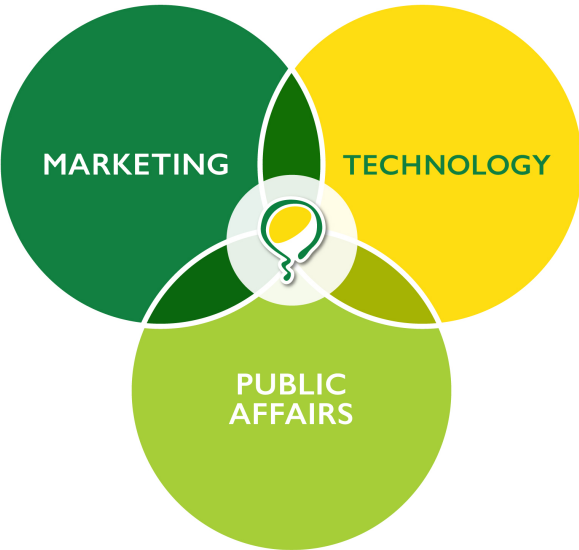




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INTRODUCTION

Thank you for the opportunity to present Triepi Smith's services for the creation of a new logo for the City of Dinuba.

Triepi Smith understands that the City is looking to create a logo that dynamically reflects what it has to offer, presenting itself as a place of expanding community and economic growth. Dinuba is ready to become the regional destination for families and businesses to come and thrive—so it is time to replace the existing logo that points to mountains 20 miles away. A new logo will help the City embrace its potential and encourage newcomers to see Dinuba in a fresh way.

The City of Dinuba has inhouse branding expertise, so it already understands that the new logo should feel clean and modern and avoid the typical brand pitfalls of many cities along California 99 (e.g. the "gateway to the mountains" trap, or focusing on "agrarian" surroundings when the City's true potential is not agrarian). Triepi Smith can work with Dinuba to explore new iconography through research and interviews and create mood boards to help the City identify a new direction. Sometimes an iconic image presents itself, like Redding's iconic bridge, other times the solution is more abstract and dynamic, like Sacramento County's wavy swooshes. Of course, fresh fonts and coloring will make a huge difference, and Dinuba has the opportunity to take these elements and refresh other City materials. Whenever Triepi Smith creates logos, we provide a full logo library with various orientations and formats for online, print, social media, embroidery, etc.

The following document gives a general overview of Triepi Smith and describes the recommended scope of work and costs. We've included some optional additions, things that aren't critical for the logo redesign, but appreciated by many agencies. This document also includes a short bio for myself (as well as for the wider team backing me up). We encourage you to reach out to our list of references, each has worked with us on logos.

Finally, we have gathered samples projects for you to review online:
<https://www.triepismith.com/dinuba>

Thank you again,

Kevin Bostwick, Art Director

Triepi Smith

kevin@triepismith.com • (909) 470-9579

PO Box 52152, Irvine, CA 92619

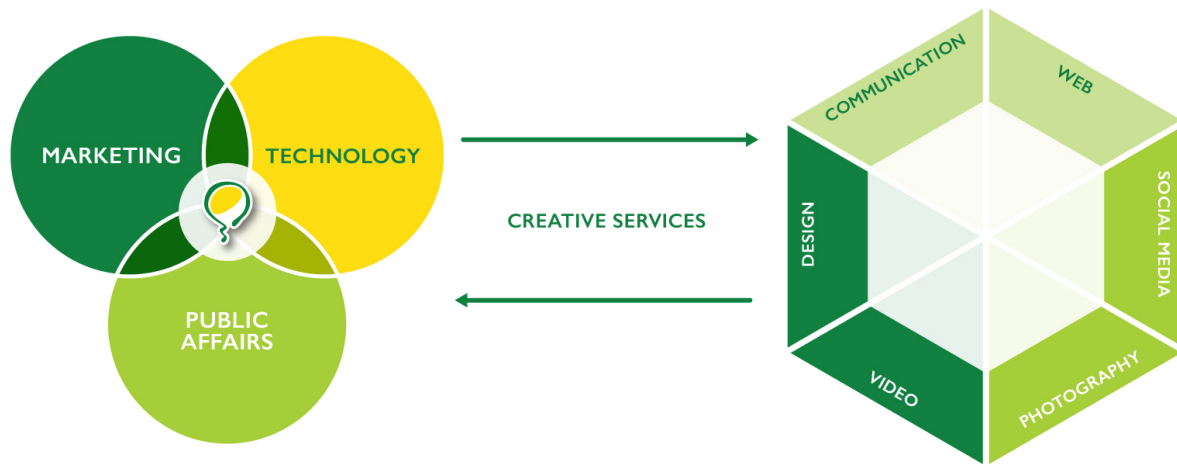
Kevin is the contact person throughout the proposal evaluation period



COMPANY OVERVIEW

A Public Affairs Firm that Understands Creative

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service marketing and creative services firm, Tripepi Smith delivers content and design tailored for local government, public agencies, nonprofits and private companies—each strongly represented in our client list.



Grounded in Civic Affairs

Co-Founder and CFO Nicole Tripepi Smith is a second-generation civic affairs professional (her father was a city manager for 28 years), and Co-Founder and President Ryder Todd Smith brings over a decade of public agency marketing and communications experience to the table.

Implementing Strategy and Engaging Audiences

Tripepi Smith recognizes the important interplay of public affairs and design. It's about presenting ideas that advance communities and public institutions. An important corollary to this is providing the creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith's multi-faceted design team enables us to reach these goals and lead effective creative strategy.

Strategic

Tripepi Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

"...solutions that reflect our deep understanding of local government."



Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

Tripepi Smith Testimonial

“ We’ve turned to Tripepi Smith for support on a number of communications projects over the past four years, and Ryder and his team have always delivered high-quality work.

Tripepi Smith's graphic design skills are excellent and reflect a familiarity with local government that is important to the design process.

”

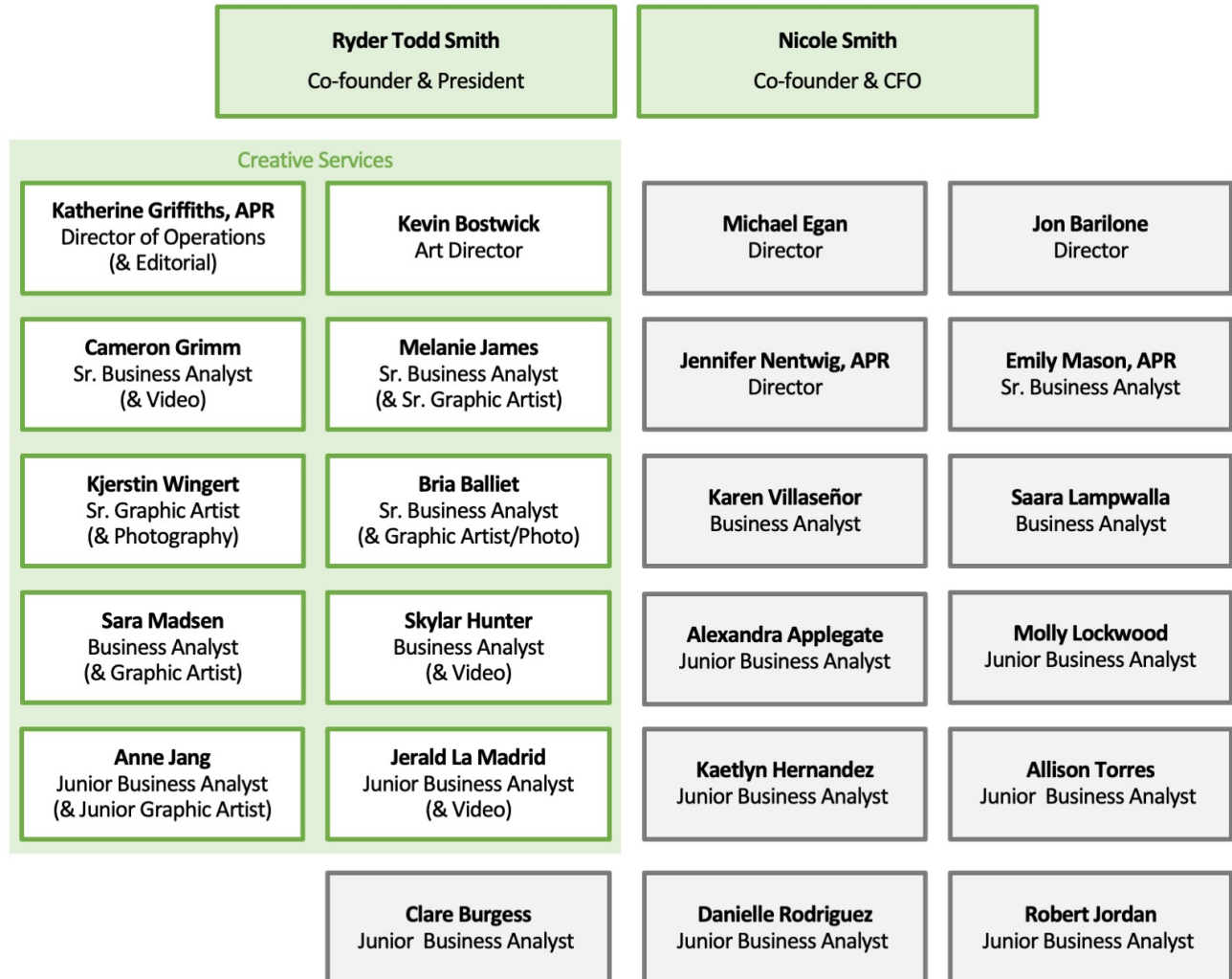
Brian Babcock

Communications Officer,
City of Cupertino





Team Tripepi Smith



Tripepi Smith's team of 25 communications experts offers the right professionals for the job while being small enough to be nimble and responsive. Tripepi Smith has a spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks to both execute faster and reduce engagement costs. These skills vary by both years of experience and core hard skills (graphic design, videography, writing, and social media, for examples). At Tripepi Smith, experienced directors and analysts drive strategy and implement messaging with support from three in-house accredited public relations professionals. Government affairs experts and policy wonks innovate for our dozens of municipal clients. Ten creative professionals generate compelling branding, websites, design, social media, photography and video. The result: we have an ability to tell a complete story across mediums all within our one team.



Services Offered

Strategy, Marketing, Communications

- ◆ Strategic development, research, surveys, messaging
- ◆ Social media management
- ◆ Web and social media strategy, optimization (SEO), metrics
- ◆ Web hosting and support
- ◆ Email campaigns
- ◆ Relations (media, stakeholders, public, government)
- ◆ Support and training for events, presentations and virtual gatherings
- ◆ Google AdWords, LinkedIn and Facebook advertising

Creative Services

- ◆ Full-service graphic design for digital, print and outdoor
- ◆ Brand and logo development
- ◆ Content generation, writing and editorial
- ◆ Output services (digital distribution, print management, mail management)
- ◆ Photography, illustration and information graphics
- ◆ Video and animation
- ◆ Web design and implementation



RECOMMENDED SCOPE OF WORK

Logo Redesign Recommendation

Kickoff & Project Management

Tripepi Smith recommends starting off on the right foot with a kickoff meeting with City staff, in particular the City Manager and Assistant City Manager. After this, regular Project Management Zoom meetings with the Assistant City Manager will keep the project moving through its stages, stages that typically look like this:

- Research and stakeholder input
- Draft-01 Logo Exploration (4 options), Staff Review
- Draft-02—Draft-05 Reworked Options, Staff Review
- Final(s) to Council and/or Commissions
- Delivery Logo Library and Assets

Research

Tripepi Smith will research local culture, history, and imagery, as well as review regional branding. We also recommend two one-hour stakeholder sessions with voices that the City Manager's office recommends; informal insight from other staff or from City commissions or the Chamber of Commerce are all valuable to ensure the new logo is not developed in a vacuum. At the end of the research stage, Tripepi Smith will deliver a Brand Memo, a simple summary of the research and recommended approach to logo development.

Logo Design

Initial logo exploration usually renders up roughly 4 initial options for consideration. There follows a process of winnowing, refining, and adding options—in this case we are estimating 4 rounds of revisions. Some cities like to narrow down to a single “hero” option and keep alternates in their back pocket—other cities prefer to put 2-3 options in front of Council or gather wider input with a staff survey. Tripepi Smith will work with the CM's office to determine the preferred strategy. The timeline for logo exploration and refinements varies greatly depending on staff and stakeholder availability, and timelines can go faster or slower depending on how much consensus culture an organization has. In this case, 8 weeks for the logo exploration portion of the project seems reasonable.

Stakeholder Presentations

Not all cities need Tripepi Smith to present to Council or other stakeholders, yet most cities do require assistance in some sort (e.g. creating a PowerPoint to present research, set context and present logos). We build time into the estimate assuming that we are either presenting or supporting presentations.

Final Delivery

A wonderful new logo will mean little if it's hard to implement. Tripepi Smith will provide a full logo library to give the City the flexible assets for a successful transformation across all their materials:



horizontal versions, vertical versions, color/B&W/white versions, social-media icons, simplified embroidery versions, web-development versions, etc.

Optional Additions

The above recommended scope is designed to deliver a compelling, new logo for Dinuba. Of course, many cities find that they want additional services related to their new logo. Our team would be happy to add any of the following into the scope of work.

Additional Logo Drafts

We have estimated a timeline with an initial Draft-01 and 4 rounds of subsequent logo drafts. The logo development process sometimes surfaces new requirements or pulls in unexpected voices; Triepi Smith can help navigate this eventuality and knows that additional drafts are sometimes necessary.

Tagline Development

Taglines add meaning and flexibility to logo usage. For instance, some cities want a general tagline that explains more about who they are. Other cities use a couple of taglines to customize their logo for specific purpose; Dinuba could choose to have their central logo but have options for adding a “Community” tagline or an “Economic Development” tagline. Triepi Smith can leverage logo research to also write tagline options.

Sublogos

Certain cities like having their primary logo supplemented by sublogos. Typical examples are Parks & Rec or Economic Development sublogos. Sublogos usually tie into the parent logo, at least through font and coloring, creating a logo family.

Microsoft Office

When rolling out a logo, some clients ask Triepi Smith to provide templates using the new brand. Like many cities, Dinuba has inhouse graphics ability, but may nevertheless appreciate the convenience of receiving an installable Office theme of the new colors and newly branded templates for PowerPoint and Word documents.

Brand Guidelines or Brand Cheat Sheet

Triepi Smith often delivers multi-page brand guidelines, outlining the proper usage of fonts, colors, and logos. Some clients don’t need the full guidelines but find one of our 2pg brand “cheat sheets” helpful—a quick resource for finding color definitions and the right font.



LOGO REDESIGN: COST PROPOSAL

These are the costs estimated to implement the scope of the recommended engagement.

Cost Proposal: Logo Redesign Recommendation

	Hrs	Cost	
Kickoff			
Art Director	1	\$200.00	Kickoff meeting with CM and Assistant CM
Item Subtotal		\$200.00	
Project Management			
Art Director	10	\$2,000	Gnl Project Mgt, Weekly or Biweekly Meetings
Item Subtotal		\$2,000.00	
Research			
Art Director	8	\$1,600.00	Local history, culture, regional brands, mood board
Art Director	2	\$200.00	2 Stakeholder Research Meetings
Art Director	3	\$600.00	Brand Memo
Item Subtotal		\$2,400.00	
Logo Design			
Art Director	16	\$3,200.00	Draft-01: Initial Design Options (4 options)
Art Director	16	\$3,200.00	Draft-02—Draft-05: Subsequent Drafts
Art Director	8	\$1,600.00	Logo Library
Item Subtotal		\$8,000.00	
Stakeholder Presentations			
Art Director	4	\$800.00	Two Presentations (e.g. City Council, Staff)
Item Subtotal		\$800.00	
TOTAL		\$13,400.00	

Our rate sheet differentiates between *ad hoc* and *retainer* rates; numbers above are based on *ad hoc* rates.



Cost Proposal: Optional Additions

	Hrs	Cost	
Tagline Development			
Art Director	1	\$200.00	Brainstorm Session, Tagline Options
Director	1	\$200.00	Brainstorm Session, Tagline Options
Item Subtotal		\$400.00	
Additional Logo Drafts			
Art Director	4	\$800.00	Draft-06 and beyond
Item Subtotal		\$800.00	
Sublogos			
Art Director	6	\$1,200.00	Per sub-logo (e.g. Parks & Rec or EconDev)
Item Subtotal		\$1,200.00	
Microsoft Office Templates			
Art Director	2	\$400.00	Mgt
Senior Graphic Designer	6	\$870.00	Office Theme, PowerPoint Template, Word Template
Item Subtotal		\$1,270.00	
EITHER...Simplified Brand Guidelines (Cheat Sheet)			
Art Director	1	\$200.00	
Senior Graphic Designer	4	\$580.00	Simple Overview of fonts, logo usage, color palette
Item Subtotal		\$780.00	
OR...Full Brand Guidelines			
Art Director	2	\$400.00	
Senior Graphic Designer	12	\$1,740.00	Full standards for brand, fonts, logo usage, color palette
Item Subtotal		\$2,140.00	
TOTAL: ADDITIONAL OPTIONS		\$4,450—\$5,810	



Rates

	Hourly - Ad Hoc	Hourly - Retainer
Principal	\$285.00	\$245.00
Director	\$200.00	\$175.00
Art Director	\$200.00	\$175.00
Senior Business Analyst	\$160.00	\$140.00
Business Analyst	\$110.00	\$100.00
Junior Business Analyst	\$85.00	\$75.00
Senior Videographer/Animator	\$160.00	\$145.00
Photographer/Videographer	\$110.00	\$100.00
Senior Graphic Designer	\$145.00	\$130.00
Graphic Designer	\$110.00	\$100.00
Web Developer	\$160.00	\$140.00
Drone Operator	\$160.00	\$145.00

Doing Business with Tripepi Smith

Retainer Agreements

Many Tripepi Smith clients have a fixed baseline of work they need done every month, and then they layer in time & materials work on top of that. These clients, when their retainers exceed \$6,500 a month, can have access to our reduced Hourly – Retainer rates noted above.

Fixed Price Agreements

Clients may desire a well-defined project to be accomplished by Tripepi Smith. Examples can include a video or a website project or well-defined budget summary document. In these cases, Tripepi Smith can provide a fixed price alternative to the client.

Flexible Time & Materials Agreements

Tripepi Smith can build flexibility into agreements based on time & materials. In cases where Tripepi Smith provides an estimate of time and resources required (based on the hourly rate schedule shown above), we can offer terms that offset some uncertainty. Sometimes, where insufficient details are available to fix price for a project, we can offer a discount of 30% on any time over the estimate to mitigate cost and time overruns due to scope creep. Additionally, depending on the nature of the engagement or project, Tripepi Smith can provide weekly or monthly budget reports that track cost vs. estimate.

Billing

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, .75, 4 or 6.5 hours. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource's Standard Rate. Travel costs will be reimbursed when agreed upon by the client.



Other Costs

Because Triepi Smith offers a broad set of services, including extensive content production, we have some other content production-related fees that may come up during the course of our engagement that we want to tell you about.

Equipment Fees

Triepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	\$350	\$550
Drone Equipment	N/A	\$500

\$550 for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours. \$350 for a half day of video equipment use. Half day is defined as anything up to four hours of video production. All such expenses will be authorized by the organization prior to fee being assessed.

\$500/day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Print & Advertising Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital promotion, media placement	No Fees	10%

Print Costs: Triepi Smith is happy to use a printer of the client's choosing for print production work, or to recommend a printer with whom we have experience. Triepi Smith typically has the printer bill the client directly for work. Triepi Smith makes no money on print services and has no economic interest in the selected print vendor other than ensuring quality and fair pricing for our clients. If Triepi Smith is asked to pay the bill for the client, we will apply a 10% agency fee to the reimbursement expense.

Digital Advertising: Triepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees. Triepi Smith typically uses a client's credit card to cover such fees, and those fees are impossible to estimate at this time without our firm being engaged in the work with the team. If a Triepi Smith credit card is used to run the advertising campaign, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.

Media Placement: Purchase fees for advertising media space is not included on Triepi Smith advertising proposals. Usually, clients contract directly with media, but in the event Triepi Smith covers these fees, then we will charge an additional 10% agency fee on all advertising charges to compensate for the administrative overhead.



PROJECT TEAM STAFFING

Proposed Team



Ryder Todd Smith
Co-founder
President



Kevin Bostwick
Art Director



Katherine Griffiths
Director of Operations



Kjerstin Wingert
Sr. Designer



Kaetlyn Hernandez
Jr. Bus. Analyst

It is anticipated that Art Director **Kevin Bostwick** will be the team lead for the proposed engagement and design the new logo. Tripepi Smith principal **Ryder Todd Smith** is available to consult if deeper issues of strategy arise. Director of Operations **Katherine Griffiths** is also available if needed, she is Tripepi Smith's editorial lead and resident expert on brand language and often collaborates with Kevin on branding projects. Senior Graphic Designer **Kjerstin Wingert** is a brand and logo designer in her own right, she can assist with brainstorming and delivery of the final logo library. Finally, **Kaetlyn Hernandez** is a Junior Business Analyst that has been instrumental in recent rebranding work (specifically, research and focus group outreach for the rebranding of Cosumnes Community Services District in the City of Elk Grove).

Short Bios

(full resumes available upon request)

Ryder Todd Smith – President

Ryder has a mixed background in the worlds of government relations, technology and marketing. He served as the SVP of Operations and Chief Information Officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm. Ryder leads Tripepi Smith and is the ultimate project owner on all work handled by the firm. He is the creator of the City Internet Strategies Study, publisher of the Civic Business Journal, and a frequent speaker on the local government circuit. His insights have been published in Western City and PM magazines. He volunteers his time as vice chair of the Rose Institute of State and Local Government Board of Governors and previously served as a Planning Commission for the City of Tustin. Ryder graduated from Claremont McKenna College with a Bachelor of Arts in Philosophy, Politics, Economics and a dual degree in Economics.

Kevin Bostwick – Art Director

Kevin Bostwick is an experienced Art Director and creative manager. He delivers powerful ideas visually, distilling unexpected stories from challenging content and designing media for understanding and absorption. He directs and executes for digital, interactive and print mediums, delivering across a blend of channels, particularly for learning, data-display and presentation. His work for major clients has included digital tools, logos, presentation, interactive learning, advertising and print design. He navigates the whole ecosystem, working with high-powered stakeholders to shape concepts, UX, branding, strategy, writing, asset management, information architecture, and infographics. Kevin's clients include Cities of Aliso Viejo, Napa, Culver City, Solvang, San Leandro, as well as Clean Energy Alliance



(Community Choice Energy), Cosumnes Community Services District, Pivot Charter Schools, California Joint Powers Insurance Authority and Renne Public Law Group.

Katherine Griffiths – Director of Operations

Katherine is an award-winning writer and creative director whose work with municipal and higher education clients has earned accolades from the California Association of Public Information Officers, the Council for the Advancement and Support of Education and the College Fraternity Editors Association. She previously was director of community relations for the Paine Art Center and Gardens, associate editor for *The ANCHORA* of Delta Gamma Fraternity, publications editor and director of creative services for Claremont McKenna College and a communications consultant for the Claremont University Consortium, Pomona College, Scripps College and the Marshall School of Business at the University of Southern California. She currently supports administrative and creative projects for Bayshore Consulting, California Choice Energy Authority, California Joint Powers Insurance Authority, Clean Energy Alliance, Energy for Palmdale's Independent Choice, Mt. San Antonio Gardens, MuniEnvironmental, Pico Rivera Innovative Municipal Energy, Pomona Choice Energy and Renne Public Law Group. Katherine has completed professional development programming including credentials for Accreditation in Public Affairs (APR), Social Marketing Certification from Hootsuite, the Local Leaders Academy at the University of Southern California Sol Price School of Public Policy and Microsoft Excel from Beginner to Advanced through Udemy.

Kjerstin Wingert – Senior Graphic Artist

Kjerstin is a Senior Graphic Designer with Tripepi Smith. After studying Business Administration at both the Ecole Supérieure Libre Des Sciences Commerciales Appliquées in Paris and Concordia University in Irvine, Kjerstin went on to receive her Advanced Production Certificate in Graphic Design from Golden West College in Huntington Beach. She began working as a freelance graphic designer in 2012 and joined the Tripepi Smith staff in 2015. Kjerstin has advanced knowledge of various creative platforms including Adobe Illustrator, Adobe Photoshop and Adobe InDesign. Kjerstin has experience leading an array of creative projects including layout, graphic design, illustration and creative concept development. Her client work includes: City of La Cañada Flintridge, Inland Empire Utilities Agency, City of Culver City, City of Walnut, City of Cupertino, City of Saratoga, City of Livermore, California Joint Powers Insurance Authority and Costa Mesa Sanitary District. Kjerstin is a certified Hootsuite Social Marketing Professional. She also completed the University of Southern California Executive Education Forum for Local Leaders and the University of California, Irvine Public Policy Making Academy.

Kaetlyn Hernandez – Junior Business Analyst

Kaetlyn Hernandez brings an inventive and supportive spirit to the Tripepi Smith team with a background in several industries, such as public affairs, entertainment and non-profit. She recently graduated from California State University, Fullerton (CSUF) with a Bachelor of Fine Arts degree in Entertainment Arts with a minor in Public Relations. She developed her skills in leadership, event planning and marketing in her time at CSUF with on-campus experience in student government and several other clubs, and with off-campus internships with the Alzheimer's Association and NBCUniversal. Her client work includes: City of Culver City, City of Indian Wells, Costa Mesa Sanitary District, Pivot Charter School, and Claremont McKenna College's Rose Institute. Kaetlyn is a certified Hootsuite Social Marketing Professional, certified Constant Contact Partner and has completed the following Udemy courses: 'Ninja Writing: The Four Levels of Writing Mastery' and 'Writing with Flair: How to Become an Exceptional Writer.'



REFERENCES

Name	Contact Details	Description	TS Team Involved
Paul Sanftner Public Information Officer City of San Leandro 	510.577.3372 PSanftner@sanleandro.org	Web identity graphic, web color palette (inc. outreach for staff, Council, Arts Commission, public)	Kevin Bostwick, Art Director
Jayna Gaskell Executive Director Pivot Charter School 	530.550.7616 jgaskell@pivotcharter.org	Rebranded logo, guidelines, all brand materials for 4 schools (other services ongoing)	Nicole Smith, Project Management; Kevin Bostwick, Art Director; Kjerstin Wingert, Brand Creative
Arthur Sohikian Executive Director North Los Angeles Transportation Coalition 	213.379.1551 sohikian@northcountytransportationcoalition.org	Logo Redesign Only	Kevin Bostwick, Art Director
Barbara Boswell Interim CEO Clean Energy Alliance 	661.510.0425 ceo@thecleanenergyalliance.org	Brand Statement, Tagline, Logo Design, Brand Guidelines (other services ongoing)	Katherine Griffiths, Brand Executive; Kevin Bostwick, Art Director; Karen Villaseñor, Business Analyst
Brian Babcock Public Information Officer City of Cupertino 	408.777.3262 brianb@cupertino.org	Style guide creation, brand evaluation, communications assessment, website evaluation (and prior work with Brian at City of Saratoga)	Ryder Todd Smith, Project Management; Kjerstin Wingert, Creative
Vickie Yoshikawa Senior Management Analyst (Retired) City of Norwalk 	562.896.0007 vickieryosh@gmail.com	Rebranding Process (not including website rebrand, rebrand advertising initiative)	Ryder Todd Smith, Project Management; Kjerstin Wingert, Creative



Clients

Tripepi Smith has been selected to work with over sixty local government agencies to help with their communications. We can provide you with contacts at any of these clients if desired and are confident you will find them to be quite happy with our services.

California City Management Foundation	City of Lancaster	City of Walnut
California Joint Powers Insurance Authority	City of Livermore	(City of) Yuba City
City of Aliso Viejo	City of Lomita	Town of Windsor
City of American Canyon	City of Lynwood	California Choice Energy Authority
City of Azusa	City of Manhattan Beach	Citrus Heights Water District
City of Bellflower	City of Manteca	Claremont McKenna College
City of Claremont	City of Martinez	Costa Mesa Sanitary District
City of Coronado	City of Millbrae	El Toro Water District
(City of) Culver City	City of Morgan Hill	Independent Cities Finance Authority JPA
City of Cupertino	City of Murrieta	Inland Empire Utilities Agency
(City of) Daly City	City of Newport Beach	League of California Cities
City of Danville	City of Norwalk	Municipal Information Systems Association of California
City of Duarte	City of Orange	Municipal Management Association of Northern California
City of El Cerrito	City of Palm Desert	Municipal Management Association of Southern California
City of Fountain Valley	City of Palmdale	Orange County City Manager Associations
City of Fullerton	City of Paramount	Orange County Sanitation District
City of Grover Beach	City of Placentia	Palmdale Water District
City of Hawaiian Gardens	City of Pomona	Rowland Water District
City of Huntington Beach	City of Rancho Palos Verdes	San Gabriel Valley City Manager Association
City of Indian Wells	City of Rancho Mirage	Bellflower-Somerset Mutual Water Company
City of Industry	City of Riverbank	South Orange County Wastewater Authority
City of Irvine	City of Rolling Hills Estates	
City of La Cañada Flintridge	City of Santa Clarita	
City of La Palma	City of Santa Cruz	
City of La Puente	City of Santa Paula	
City of Lake Forest	City of Saratoga	
City of Laguna Hills	City of South Gate	
City of Laguna Niguel	City of Tracy	
	City of Vallejo	
	City of Vista	



RELEVANT WORK EXAMPLES

We have gathered samples projects that you see larger online:
<https://www.tripepismith.com/dinuba>



We also encourage you to review our full online showcase at:
<https://www.tripepismith.com/work/>



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 11, 2022

To: Mayor and City Council

From: Maria Alaniz, City Clerk/Human Resources Director

Subject: Public Employee Performance Evaluation Pursuant to GC Section 54957,
Title: City Manager (LP)

RECOMMENDATION

The City Council will conduct the City's Manager's annual performance evaluation.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.



City Council Staff Report

Department: CITY MANAGER'S OFFICE

October 11, 2022

To: Mayor and City Council

From: Nancy Jenner, City Attorney

Subject: Conference with Legal Counsel - Anticipated Litigation (DJ)

RECOMMENDATION

Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9; One (1) case.

EXECUTIVE SUMMARY

None.

OUTSTANDING ISSUES

None.

DISCUSSION

None.

FISCAL IMPACT

None.

PUBLIC HEARING

None.